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सं. 5] नई दिल्ली, जनवरी 28-फरवरी 3, 2007, शनिवार/माघ 8-माघ 14, 1928
No. 5] NEW DELHI, JANUARY 28-FEBRUARY 3, 2007, SATURDAY/MAGHA 8-MAGHA 14, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुश्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II-खण्ड 3-उप खण्ड (ii) PART II-Section 3-Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विधि और न्याय मंत्रालय
(विधि कार्य विभाग)

नई दिल्ली, 23 जनवरी, 2007

का.आ. 271.—केन्द्रीय सरकार दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र में 18 नवंबर, 2003 को प्रकाशित अधिसूचना सं. का.आ. 1319(अ) तारीख 17 नवंबर, 2003 द्वारा अपर लोक अभियोजक के रूप में नियुक्त किए जाने पर श्री दीपक एन.सालवी और श्रीमती रेवती मोहिते देरे, अधिवक्ता की मुंबई उच्च न्यायालय में भारत संघ या केन्द्रीय सरकार के किसी विभाग या कार्यालय द्वारा या उसके विरुद्ध सभी दौड़िक मामले, जिसके अंतर्गत सभी दौड़िक रिट याचिकाएं, दौड़िक अपीलें, दौड़िक पुनरीक्षण, दौड़िक निर्देश और दौड़िक आवेदन भी हैं, संचालन करने के प्रयोजन के लिए इस शर्त के अधीन रहते हुए कि श्री दीपक एन. सालवी और श्रीमती रेवती मोहिते देरे, अधिवक्ता तीन वर्ष की विस्तारित अवधि के दौरान भारत संघ या केन्द्रीय सरकार के किसी विभाग या केन्द्रीय सरकार के किसी कार्यालय के विरुद्ध ऊपर निर्दिष्ट किसी दौड़िक मामले में मुंबई उच्च न्यायालय में उपसंजात नहीं होंगे, 17 नवंबर, 2006 से तीन वर्ष की अतिरिक्त अवधि के लिए या अगले आदेश तक, इनमें से जो भी पूर्वतर हो, की नियुक्ति की अवधि का विस्तार करती है।

[सं. फा. 23(2)/2006-न्यायिक]

आर. एम. शर्मा, अपर सचिव

MINISTRY OF LAW AND JUSTICE
(Department of Legal Affairs)

New Delhi, the 23rd January, 2007

S.O. 271.—In exercise of the powers conferred by sub-section (1) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby extends the term of appointment of Shri Deepak N. Salvi and Smt. Revati Mohite Dere, Advocates as Additional Public Prosecutors, having been appointed as such vide notification No. S.O. 1319(E) dated the 17th November, 2003, published in the Gazette of India dated 18th November, 2003, for the purpose of conducting all criminal cases including Criminal Writ Petitions, Criminal Appeals, Criminal Revisions, Criminal References and Criminal Applications by or against the Union of India or any Department or Office of the Central Government, in the High Court of Judicature at Mumbai, with effect from 17th November, 2006 for a further period of three years or until further orders, whichever is earlier, subject to the condition that Shri Deepak N. Salvi and Smt. Revati Mohite Dere, Advocates shall not appear against the Union of India or any Department or Office of the Central Government in any criminal case referred to above in the High Court of Judicature at Mumbai during the extended period of three years.

[F. No. 23(2)/2006-Judl.]

R. M. SHARMA, Addl. Secy.

नई दिल्ली, 23 जनवरी, 2007

का.आ. 272.—केन्द्रीय सरकार दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री योगेन्द्रप्रसाद रामदीन मिश्रा, अधिवक्ता को मुंबई उच्च न्यायालय में भारत संघ या केन्द्रीय सरकार के किसी विभाग या कार्यालय द्वारा या उसके विरुद्ध सभी दौड़िक मामलों का, जिनके अंतर्गत दौड़िक रिट याचिकाएं, दौड़िक अपीलें, दौड़िक पुनरीक्षण, दौड़िक निर्देश और दौड़िक आवेदन भी हैं, संचालन करने के प्रयोजन के लिए इस शर्त के अधीन रहते हुए कि श्री योगेन्द्रप्रसाद रामदीन मिश्रा, अधिवक्ता लोक अभियोजक के रूप में अपनी नियुक्ति की अवधि के दौरान भारत संघ या केन्द्रीय सरकार के किसी विभाग या कार्यालय के विरुद्ध ऊपर निर्दिष्ट किसी दौड़िक मामले में मुंबई उच्च न्यायालय में उपसंज्ञात नहीं होंगे, तत्काल प्रभाव से तीन वर्ष की अवधि के लिए या अगले आदेश तक, इनमें से जो पूर्वतर हो, अपर लोक अभियोजक के रूप में नियुक्त करती हैं।

[सं. फा. 23(2)/2006-न्यायिक]

आर. एम. शर्मा, अपर सचिव

New Delhi, the 23rd January, 2007

S.O. 272.—In exercise of the powers conferred by sub-section (1) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Yogendraprasad Ramadhin Mishra, Advocates as Additional Public Prosecutor with immediate effect for the purpose of conducting all criminal cases including Criminal Writ Petitions, Criminal Appeals, Criminal Revisions, Criminal References and Criminal Applications by or against the Union of India or Any Department or office of the Central Government, in the High Court of Judicature at Mumbai, for a period of three years or until further orders, whichever is earlier, subject to the condition that Shri Yogendraprasad Ramadhin Mishra, Advocate shall not appear against the Union of India or any Department or office of the Central Government in any criminal case referred to above in the High Court or Judicature at Mumbai during the period of his appointment as Public Prosecutor.

[F. No. 23(2)/2006-Judl.]

R. M. SHARMA, Addl. Secy.

वित्त मंत्रालय

(राजस्व विभाग)

केंद्रीय उत्पाद शुल्क तथा सीमा शुल्क के मुख्य आयुक्त का कार्यालय

पुणे, 16 जनवरी, 2007

संख्या 1/2007 सीमा शुल्क

का.आ. 273.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली द्वारा दिनांक 1-7-1994 को जारी अधिसूचना संख्या-33/94-सीमा शुल्क (नॉन टैरिफ) द्वारा में प्रदत्त अधिकारों का प्रयोग करते हुए महाराष्ट्र राज्य में, पुणे जिले के तालुका मुलशी के ग्राम "मन" को सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 के अधीन निजी बॉन्डेड वेयर हाउस स्थापन करने के लिए वेयर हाउसिंग स्टेशन घोषित करता है।

[फा. सं. VIII/48-86/मु.आ.का./पुणे क्षेत्र/06]

आर. शर्मा, मुख्य आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

OFFICE OF THE CHIEF COMMISSIONER OF
CENTRAL EXCISE AND CUSTOMS

Pune, the 16th January, 2007

No. 1/2007 Cus.

S.O. 273.—In exercise of the powers conferred on me by Notification No. 33/94-Cus (NT), dtd. 1-7-94 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I hereby declare village 'Mann', Taluka Mulshi, Dist. Pune, in the State of Maharashtra to be a Warehousing Station, under Section 9, of the Customs Act, 1962 (52 of 1962), for setting up Private Bonded Warehouse.

[F. No. VIII/48-86/CCU/PZ/06]

R. SHARMA, Chief Commissioner

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

नई दिल्ली, 15 जनवरी, 2007

का.आ. 274.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसरण में मानव संसाधन विकास मंत्रालय (उच्चतर शिक्षा विभाग) के अन्तर्गत भारतीय खनिज विद्यापीठ, धनबाद को जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 11011-7/2005-रा.भा.ए.]

डॉ. पी. बन्दूनी, निदेशक (रा. भा.)

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

New Delhi, the 15th January, 2007

S.O. 274.—In pursuance of sub rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the Indian School of Mines, Dhanbad under the Ministry of Human Resource Development, (Deptt. of School Education and Literacy) whose more than 80% members of the Staff have acquired working knowledge of Hindi.

[No. 11011-7/2005-O.L.U.]

D. P. BANDOONI, Director (O.L.)

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 17 जनवरी, 2007

का.आ. 275.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम, 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उप-नियम (2) और (4) के अनुसरण में, मध्य रेलवे के पुणे मंडल के निम्नलिखित कार्यालयों को, जहां 80% से अधिक

अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करता है:—

1. मंडल रेल प्रबंधक कार्यालय, पुणे
2. मुख्य चिकित्सा अधीक्षक कार्यालय, पुणे
3. वरिष्ठ मंडल यांत्रिक इंजीनियर कार्यालय, (डीजल) घोरपडी
4. वरिष्ठ सामग्री प्रबंधक कार्यालय, (डीजल) घोरपडी
5. सहायक मंडल इंजीनियर कार्यालय, (अनुरक्षण) दौंड
6. सहायक मंडल इंजीनियर कार्यालय, (अनुरक्षण) मिरज
7. सहायक मंडल यांत्रिक इंजीनियर कार्यालय, (अनुरक्षण) मिरज
8. सहायक मंडल इंजीनियर कार्यालय, (अनुरक्षण) लोणावाला

[सं. हिन्दी-2006/रा. भा. 1/12/1]

कृष्णा शर्मा, संयुक्त निदेशक (राजभाषा), रेलवे बोर्ड

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 17th January, 2007

S.O. 275.—Ministry of Railways (Railway Board), in pursuance of Sub Rule (2) and (4) of Rule 10 of the Official Language Rules, 1976 (Use for the Official Purposes of the Union) hereby, notify the following Offices of Pune Division of Central Railway, where 80% or more Officers/ Employees have acquired the working knowledge of Hindi:—

1. Office of the Divisional Railway Manager, Pune
2. Office of the Chief Medical Superintendent, Pune
3. Office of the Senior Divisional Mechanical Engineer, (Diesel) Ghorpadi
4. Office of the Senior Material Manager, (Diesel) Ghorpadi
5. Office of the Assistant Divisional Engineer, (Maintenance) Dound
6. Office of the Assistant Divisional Engineer, (Maintenance) Miraj
7. Office of the Assistant Divisional Mechanical Engineer, (Maintenance) Miraj
8. Office of the Assistant Divisional Engineer, (Maintenance) Lonavala.

[No. Hindi-2006/O.L.1/12/1]

KRISHNA SHARMA, Jt. Director (O.L.), Railway Board

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 11 जनवरी, 2007

का.आ. 276.—इस मंत्रालय की दिनांक 5 फरवरी, 2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के चेन्नई सलाहकार पैनल के सदस्य के रूप में श्री आर. मोहन को नियुक्त करती है।

[फा. सं. 809/4/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

MINISTRY OF INFORMATION & BROADCASTING

New Delhi, the 11th January, 2007

S.O. 276.—In continuation of this Ministry's Notification of even number dated 5th February, 2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint Shri R. Mohan as member of the Chennai advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/4/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 8 जनवरी, 2007

का.आ. 277.—चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार केंद्रीय फिल्म प्रमाणन बोर्ड के कटक सलाहकार पैनल को गठित करती है और तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, उक्त पैनल के सदस्यों के रूप में निम्नलिखित व्यक्तियों को नियुक्त करती है। यह इस मंत्रालय की दिनांक 4 फरवरी, 2004 की अधिसूचना सं. 809/6/2004-एफ (सी) का अधिक्रमण करती है।

1. श्री प्रदीप साहू
2. श्री एस. एस. ओझा
3. सुश्री सस्मिता पांडा
4. सुश्री सुजाता मिश्रा
5. सुश्री बबीता जेना
6. सुश्री जयंती रे
7. श्री विजय मल्हा
8. श्री जगदीश पटनायक
9. सुश्री अर्पिता दास
10. सुश्री पिकी प्रधान
11. श्री बसंता साहू
12. श्री बन बिहारी मोहंती
13. सुश्री नवनिता पटनायक
14. सुश्री सविता मोहंती
15. श्री सत्यव्रत त्रिपाठी
16. श्री अशोक दास
17. सुश्री रीता मौसमी त्रिपाठी
18. श्री गिरीश चन्द्र मोहंती
19. डॉ. (श्री) एम. ए. अब्बास
20. सुश्री प्रियंका सुभाश्री
21. सुश्री प्रज्ञा परमिता जेना
22. श्री चंद्रभानु पटनायक
23. श्री रोहित पुजारिल

[फा. सं. 809/2/2006-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 8th January, 2007

S.O. 277.—In exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to constitute the Cuttack advisory panel of the Central Board of Film Certification and to appoint the following persons as members of the said panel with immediate effect for a period of two years or until further orders, whichever is earlier. This supersedes this Ministry's Notification No. 809/6/2004-F(C) dated 4th February 2004.

1. Shri Pradeep Sahoo
2. Shri S.S. Ojha
3. Ms. Sasmita Panda
4. Ms. Sujata Mishra
5. Ms. Babita Jena
6. Ms. Jayanti Ray
7. Shri Bijoy Malha
8. Shri Jagdish Pattnaik
9. Ms. Arpita Das
10. Ms. Pinky Pradhan
11. Shri Basanta Sahoo
12. Shri Bana Bihari Mohanty
13. Ms. Nabnita Pattnaik
14. Ms. Sabita Mohanty
15. Shri Satya Brata Tripathi
16. Shri Ashok Das
17. Ms. Rita Mausmi Tripathi
18. Shri Girish Chandra Mohanty
19. Dr. (Shri) M.A. Abbas
20. Ms. Priyanka Subhashree
21. Ms. Pragya Paramita Jena
22. Shri Chandrabhanu Patnayak
23. Shri Rohit Pujaril

[F.No. 809/2/2006-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 8 जनवरी, 2007

का.आ. 278.—चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार केंद्रीय फिल्म प्रमाणन बोर्ड के कोलकाता सलाहकार पैनल को गठित करती है और तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, उक्त पैनल के सदस्यों के रूप में निम्नलिखित व्यक्तियों को नियुक्त करती है। यह इस मंत्रालय की दिनांक 4 फरवरी, 2004 की अधिसूचना सं. 809/2/2004-एफ (सी) का अधिक्रमण करती है।

1. श्रीमती इंद्राणी दत्ता
2. श्रीमती मधुचंदा कार्लेकर
3. श्रीमती मधुमति मोइत्रा
4. श्रीमती ममता शंकर

5. श्रीमती नम्रता सुरेखा
6. श्रीमती रतनोत्तमा सेनगुप्ता
7. श्रीमती साबली मित्रा
8. श्रीमती सतरूपा सान्याल
9. श्रीमती श्रीलेखा मुखर्जी
10. श्रीमती सुरनेत्रा घातक
11. श्रीमती सुष्मिता राय
12. श्रीमती उर्मि चक्रवर्ती
13. कैप्टन अमलेन्दु राय चौधरी
14. श्री विकास भट्टाचार्य
15. श्री प्रसून मुखर्जी
16. फादर सी एम पॉल
17. डॉ. धूरजटी मुखर्जी
18. डॉ. पद्माकली कर
19. डॉ. राजीव के. सील
20. श्री गोपालन मलिक
21. श्री मनोज पांडे
22. श्री एन.के. सिंह
23. श्री चंदन कुमार यादव
24. श्री राजेश मंडल
25. श्री कमलेश्वर पटेल
26. श्री अखिल चट्टा
27. श्री अमिताभ चक्रवर्ती
28. सुश्री कल्पना अग्रवाल
29. डॉ. अमल कुमार सेनगुप्ता

[फा. सं. 809/1/2006-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 8th January, 2007

S.O. 278.—In exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to constitute the Kolkata advisory panel of the Central Board of Film Certification and to appoint the following persons as members of the said panel with immediate effect for a period of two years or until further orders, whichever is earlier. This supersedes this Ministry's Notification No. 809/2/2004-F(C) dated 4th February 2004.

1. Smt. Indrani Dutta
2. Smt. Madhuchanda Karlekar
3. Smt. Madhumanti Moitra
4. Smt. Mamata Shankar
5. Smt. Namrata Sureka

- | | |
|----------------------------------|------------------------------|
| 6. Smt. Ratnottama Sengupta | 19. Dr. Rajeev K. Seal |
| 7. Smt. Saoli Mitra | 20. Shri Gopalan Mallik |
| 8. Smt. Satarupa Sanyal | 21. Shri Manoj Pandey |
| 9. Smt. Sreelekha Mukherjee | 22. Shri N. K. Singh |
| 10. Smt. Surnetra Ghatak | 23. Shri Chandan Kumar Yadav |
| 11. Smt. Susmita Roy | 24. Shri Rajesh Mandal |
| 12. Smt. Urmi Chakraborty | 25. Shri Kamaleshwar Patel |
| 13. Capt. Amalendu Roy Chowdhury | 26. Shri Akhil Chaddha |
| 14. Shri Bikash Bhattacharya | 27. Shri Amitabh Chakraborty |
| 15. Shri Prasun Mukherjee | 28. Ms. Kalpana Agarwal |
| 16. Father C. M. Paul | 29. Dr. Amal Kumar Sengupta |
| 17. Dr. Dhurjati Mukherjee | |
| 18. Dr. Padmakali Kar | |

[F. No. 809/1/2006-F(C)]

SANGEETA SINGH, Director (Films)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 19 जनवरी, 2007

का.आ. 279.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किये गये हैं:—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (को) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 7724: 2004/IEC 60079-5 (1997) विस्फोटो गैस पर्यावरणों के लिए बिजली के उपकरण-पाठडर भरित "q" (पहला पुनरीक्षण)	1 दिसम्बर, 2006	31 दिसम्बर, 2006
2.	आई एस 9735: 2003/IEC 60079-1-1 (2001) विस्फोटो गैस पर्यावरणों के लिए बिजली के उपकरण-ज्वालासह आवेष्टन "d" -अधिकतम प्रायोगिक सुरक्षित स्थान ज्ञात करने की परीक्षण पद्धति (पहला पुनरीक्षण)	1 दिसम्बर, 2006	31 दिसम्बर, 2006

इन भारतीय संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: ईटी22/टी-15 व टी-24]

पी. के मुखर्जी, वैज्ञा. एफ एवं प्रमुख (विद्युत तकनीकी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 19th January, 2007

S.O. 279.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standard, particulars of which are given in the Schedule hereto annexed has been issued :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 7724 : 2004/IEC 60079-5 (1997) Electrical Apparatus for Explosive Gas Atmospheres—Powder Filling “q” (First Revision)	1 December, 2006	31 December, 2006
2.	IS 9735 : 2003/IEC 60079-1-1 (2002) Electrical Apparatus for Explosive Gas Atmospheres—Flameproof Enclosures “d”—Method of Test for Ascertainment of Maximum Experimental Safe Gap (First Revision)	1 December, 2006	31 December, 2006

Copies of these Amendments are available with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. No. ET 22/T-15 & T-24]

P. K. MUKHERJEE, Sc. F & Head (Electro-Technical)

नई दिल्ली, 23 जनवरी, 2007

का.आ. 280.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि, वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग अनु वर्ष
1	2	3	4	5	6	7
1.	6569692	03-05-2006	मैसर्स एलजी इलैक्ट्रिक एंड इंडस्ट्रीज लिमिटेड, एलजी टॉवर, 737, ग्रीन फिल्ड्स, पुलियाकुलम रोड, कोयम्बतूर-641 045	निमज्जनीय पम्पसेट	08034	2002
2.	6569793	03-05-2006	मैसर्स एलजी इलैक्ट्रीक एंड इंडस्ट्रीज लिमिटेड, एलजी टॉवर, 737, ग्रीन फील्ड्स, पुलियाकुलम रोड, कोयम्बतूर-641 045	निमज्जनीय पम्पसेटों के लिए मोटर	09283	1995
3.	6569894	03-05-2006	मैसर्स एलजी इलैक्ट्रीक एंड इंडस्ट्रीज लिमिटेड, एलजी टॉवर, 737, ग्रीन फील्ड्स, पुलियाकुलम रोड, कोयम्बतूर-641 045	खुले कुर्छे के लिए निमज्जनीय पम्पसेट	14220	1994
4.	6571982	15-05-2006	मैसर्स श्री महा गणपति ज्वेलर्स 84, 85, मरूथम बिल्डिंग, 8वीं गली, एक्स-कट रोड, कोयम्बतूर-641 012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता एवं मुहरांकन	01417	1999

1	2	3	4	5	6	7
5.	6575485	05-06-2006	मैसर्स वीआरके ज्वैलर्स न. 1 राजा अन्नामलाई रोड साई बाबा कालोनी कोयम्बतूर-641 011	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता एवं मुहरांकन	01417	1999
6.	6576588	06-06-2006	मैसर्स वीआरके ज्वैलर्स न. 1 राजा अन्नामलाई रोड साई बाबा कालोनी कोयम्बतूर-641 011	चाँदी और चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता एवं मुहरांकन	02112	2003
7.	6576992	08-06-2006	मैसर्स मंगलम ज्वैलर्स 47, सिवाशनमुगम स्ट्रीट, ईरोड-638 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता एवं मुहरांकन	01417	1999
8.	6577186	08-06-2006	मैसर्स ए. नटराज चेतियार संस 24, नटराज काम्पलेक्स, ई. के. स्ट्रीट, तिरुपुर-641 604	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता एवं मुहरांकन	01417	1999
9.	6577489	09-06-2006	मैसर्स मल्लिगई ज्वैलर्स सं. 26, अन्नाजी स्ट्रीट, ईरोड-638 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता एवं मुहरांकन	01417	1999
10.	6578188	11-06-2006	मैसर्स बेस्ट इंजीनियर्स पम्पस प्रा. लि., 59-बी थाडागम रोड, वेलंदीपलायम, कोयम्बतूर-641 025	पम्प-अपकेन्डी- स्वतः प्राइमिंग	08418	1999
11.	6578289	13-06-2006	मैसर्स श्री अवतार ज्वैलर्स सं. 62, मुत्थुरंगम स्ट्रीट, ईरोड-638 025	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता एवं मुहरांकन	01417	1999
12.	6578693	15-06-2006	मैसर्स तुलश्यान नेक लिमिटेड, 476, के. जी. पलायम, पोगालूर वाया अन्नूर कोयम्बतूर	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता एवं मुहरांकन	01417	1999
13.	6579089	16-06-2006	मैसर्स सिग्मा पम्प सिस्टम, 24/ए जयासीमापुरम, पप्पनायकनपलायम कोयम्बतूर-641 037	निम्नजनीय पम्पसेटों के लिए मोटर	09283	1995
14.	6579190	16-06-2006	मैसर्स सिग्मा पम्प सिस्टम, 24/ए जयासीमापुरम, पप्पनायकनपलायम कोयम्बतूर-641 037	निम्नजनीय पम्पसेट	08034	2002
15.	6580074	21-06-2006	मैसर्स राजा ज्वैलर्स, शॉप नं. 12, आर.आर. काम्पलेक्स, 537, बिग बाजार स्ट्रीट, कोयम्बतूर-641 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/ शिल्पकारी-शुद्धता एवं मुहरांकन	01417	1999
16.	6580478	23-06-2006	मैसर्स एग्री पम्प इंडस्ट्रीज 472, मणियाकारापलायम, नालमपलायम कोयम्बतूर-641 006	पम्प-पुनर्योजी- साफ ठंडे पानी के लिए	08472	1998
17.	6580781	26-06-2006	मैसर्स श्री पूजा इंजीनियरिंग इंडस्ट्रीज, 7/26, अवनाशी रोड, सिविल एरोड्रॉम पोस्ट, कोयम्बतूर-641 014	कृषि कार्यों के लिए, साफ, ठंडे पानी के लिए मोनोसेट पम्प	09079	2002

1	2	3	4	5	6	7
18.	6581177	27-06-2006	मैसर्स ए.एल. इंजीनियरिंग कम्पनी, 16/1, ईस्ट स्ट्रीट, मुत्थुचेतिपलायम रोड, वेट्टिनरी हॉस्पिटल के सामने, कोयम्बतूर-641 654	खुले कुँए से पानी निकालने के लिए निम्नजनीय पम्पसेट	14220	1994
19.	5581682	29-06-2006	मैसर्स रूट्स ईरिगेशन, नं. 13-सी मडुक्करै रोड, समीप रेलवे गेट, सिडकों इंडस्ट्रियल एस्टेट(पीओ), कोयम्बतूर-641 021	सिंचाई उपकरण- पॉलिथाइलीन पाईप- सिंचाई लैटरल्स	12786	1989
20.	6581581	29-06-2006	मैसर्स रूट्स ईरिगेशन, नं. 13-सी मडुक्करै रोड, समीप रेलवे गेट, सिडकों इंडस्ट्रियल एस्टेट(पीओ), कोयम्बतूर-641 021	सिंचाई उपकरण- एमिटर्स	13487	1992

[संदर्भ : सीएमडी-1/13 : 11]

एस.के. चौधरी, उप महानिदेशक (मुहर)

New Delhi, the 23rd January, 2007

S.O. 280.— In pursuance of sub-regulation (5) of regulation (4) of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particular of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Operative Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/Sec. Year
1	2	3	4	5	6
1.	6569692	03-05-2006	M/s. Elgi Electric And Industries Limited "Elgi Towers", 737, Green Fields, Puliyakulam Road, Coimbatore-641 045	Submersible Pumpsets	IS 8034 : 2002
2.	6569793	03-05-2006	M/s. Elgi Electric And Industries Limited "Elgi Towers", 737, Green Fields, Puliyakulam Road, Coimbatore-641 045	Motors for Submersible Pumpsets	IS 9283 : 1995
3.	6569894	03-05-2006	M/s. Elgi Electric And Industries Limited "Elgi Towers", 737, Green Fields, Puliyakulam Road, Coimbatore-641 045	Openwell Submersible Pumpsets	IS 14220 : 1994
4.	6571982	15-05-2006	M/s. Sri Maha Ganapathi Jewellers 84, 85, Marutham Building, 8th Street, X-Cut Road, Coimbatore-641 012	Gold and gold alloys, Jewellery/ artifacts-fineness and marking	IS 1417 : 1999
5.	6575485	05-06-2006	M/s. VRK Jewellers No. 1, Raja Annamalai Road, Sai Baba Colony, Coimbatore-641 011	Gold and gold alloys, Jewellery/ artifacts-fineness and marking	IS 1417 : 1999
6.	6576588	06-06-2006	M/s. VRK Jewellers No. 1, Raja Annamalai Road, Sai Baba Colony, Coimbatore-641 011	Silver and Silver alloys, Jewellery/ artifacts-fineness and marking	IS 2112 : 2003
7.	6576992	08-06-2006	M/s. Mangalam Jewellers 47, Sivashanmugam Street, Erode-638 001	Gold and gold alloys, Jewellery/ artifacts—fineness and marking	IS 1417 : 1999

1	2	3	4	5	6	7
8.	6577186	08-06-2006	M/s. A. Nataraja Chettiar Sons 24, Nataraj Complex, E.K. Street, Tirupur-641 604	Gold and gold alloys, Jewellery/ artifacts—fineness and marking	IS 1417:1999	
9.	6577489	09-06-2006	M/s. Malligai Jewellers No. 26, Annaji Street, Erode-638 001	Gold and gold alloys, Jewellery/ artifacts—fineness and marking	IS 1417:1999	
10.	6578188	11-06-2006	M/s. Best Engineers Pumps Pvt. Ltd. 59-B, Thadagam Road, Velandipalayam, Coimbatore-641 025	Specification for Horizontal Centrifugal Self- Priming Pumps	IS 8418:1999	
11.	6578289	13-06-2006	M/s. Sri Avathar Jewellers No. 62, Muthurangam Street, Erode-638 001	Gold and gold alloys, Jewellery/ artifacts—fineness and marking	IS 1417:1999	
12.	6578693	15-06-2006	M/s. Tulsyan Nec Limited 476, K.G. Palayam, Pogalur Via, Annur, Coimbatore-638 697	Gold and gold alloys, Jewellery/ artifacts—fineness and marking	IS 1417:1999	
13.	6579089	16-06-2006	M/s. Sigma Pump System 24/A, Jayasimapuram, Pappanaikenpalayam, Coimbatore-641 037	Motors for Submersible Pumpsets	IS 9283:1995	
14.	6579190	16-06-2006	M/s. Sigma Pump System 24/A, Jayasimapuram, Pappanaikenpalayam, Coimbatore-641 037	Submersible Pumpsets	IS 8034:2002	
15.	6580074	21-06-2006	M/s. Raaja Jewellery, Shop No. 12, R.R. Complex, 537, Big Bazaar Street, Coimbatore-641 001	Gold and gold alloys, Jewellery/ artifacts—fineness and marking	IS 1417:1999	
16.	6580478	23-06-2006	M/s. Agri Pump Industries 472, Maniyakarapalayam, Nallampalayam, Coimbatore-641 006	Centrifugal regenerative pumps for clear, cold water	IS 8472:1998	
17.	6580781	26-06-2006	M/s. Sree Poojaa Engineering Industries, 7/26, Avanashi Road, Civil Aerodrome Post, Coimbatore-641 014	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079:2002	
18.	6581177	27-06-2006	M/s. A. L. Enginnering Company 16/1-A, East Street, Muthuchettipalayam Road, Opp. Vetrinary Hospital, Coimbatore-641654	Openwell Submersible Pumpsets	IS 14220:1994	
19.	6581682	29-06-2006	M/s. Roots Irrigation, No. 13-C, Madukkarai Road, Near Railway Gate, Sidco Industrial Estate (P. O.), Coimbatore-641 021	Irrigation Equipment— Polyethylene Pipes for Irrigation Laterals	IS 12786:1989	
20.	6581581	29-06-2006	M/s. Roots Irrigation, No. 13-C, Madukkarai Road, Near Railway Gate, Sidco Industrial Estate (P. O.), Coimbatore-641 021	Irrigation Equipment— Emitters	IS 13487:1992	

[Ref: CMD-1/13:11]

S. K. CHAUDHURI, Dy. Director General (Marks)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 31 जनवरी, 2007

का. आ. 281.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि हरियाणा राज्य में पानीपत से पंजाब राज्य के नाभा होते हुए पंजाब राज्य के जालंधर तक लिक्विफाइड पेट्रोलियम गैस के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस ताराख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के लिए, श्री गगनदीप सिंह, सक्षम प्राधिकारी (पंजाब), इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मकान नं०. 23, खुखरेन कालोनी, खालसा स्कूल रोड, खन्ना, लुधियाना, पंजाब, को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : अमलोह

जिला : फतेहगढ़ साहिब

राज्य : पंजाब

गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
तदा बधा खुर्द	93		34	00	02	11
			44	00	08	01
			45	00	11	38
			47	00	11	38
			51	00	14	75
			448/52	00	07	59
			54	00	00	84
			55	00	10	54
			56	00	02	95
			63	00	00	42
			66	00	00	84
			67	00	18	55
			68	00	13	49
			69	00	06	74
			71	00	05	06
			146	00	02	11

1	2	3	4	5	6	7
रायपुर चौबदारा	88	7	13	00	03	29
			18	00	11	38
			23/1	00	04	81
			23/2	00	05	82
		14	2	00	00	25
			3/1	00	07	08
			3/2	00	03	54
			8/1	00	06	32
			8/2	00	00	25
			9/1	00	03	54
			9/2	00	00	25
			12	00	08	35
			19	00	10	62
			22/1	00	02	28
			22/2	00	08	85
		21	2	00	11	13
			9/1	00	01	26
			9/2	00	06	07
			12	00	13	41
			18/1	00	00	25
			18/2	00	00	51
			19	00	10	62
		21	22	00	07	59
			23	00	03	54
		26	2	00	05	06
			3	00	06	07
			8	00	08	60
			9	00	02	53
			12/2	00	00	25
			13	00	10	88
			18	00	11	13
			23	00	11	13
		31	3	00	11	13
			8/1	00	08	09
			8/2	00	03	04
			13	00	11	13
			18/1	00	05	56
			18/2	00	03	04
			44	00	06	58
			114	00	00	51
कपूरगढ़	87	4	23	00	02	53
			24	00	03	04

1	2	3	4	5	6	7
कपूरगढ़	87	13	3	00	09	61
			4	00	02	02
			8/1	00	05	56
			8/2	00	05	06
			13/1	00	11	38
			18	00	11	63
			22	00	00	25
			23	00	11	38
	20		2	00	04	05
			3	00	07	08
			8	00	00	76
			9	00	05	56
			12/1	00	08	09
			12/2	00	03	29
			19/1	00	02	53
			19/2	00	08	85
			22	00	11	63
			28	00	04	81
	29		1/2/2	00	00	25
			2/1	00	03	29
			2/2	00	06	58
			9	00	07	08
	29		10/1	00	04	55
			11/1	00	05	82
			11/2	00	04	30
			12/1	00	00	76
			20	00	11	38
			21/1	00	09	86
			21/2	00	01	52
	40		1	00	10	62
			10	00	02	53
	41		6	00	05	56
			15	00	11	38
			16	00	11	13
			17	00	01	26
			24/2	00	11	13
			25	00	01	26
	47		4/1	00	01	01
			4/2	00	11	13
			7/1	00	01	52
			7/2	00	03	04

1	2	3	4	5	6	7
कपुरगढ़	2	47	8	00	06	07
			13	00	08	35
			64	00	01	77
			83	00	04	30
			262	00	00	51
			268	00	00	25
			272	00	00	25
			280	00	00	51
भरपूरगढ़	79	2	6/1	00	04	81
			7	00	00	25
			14	00	06	58
			15/1	00	05	06
			16/2	00	00	25
			17	00	10	88
			24	00	11	38
		5	3	00	02	28
			4/1	00	05	31
			4/2	00	01	52
			7	00	00	25
			8/1	00	01	01
			8/2	00	09	36
			13	00	11	38
			18	00	11	38
			19	00	00	25
		8	22/1	00	00	25
			22/2	00	04	30
			23	00	07	59
		11	2	00	11	13
			3	00	00	25
			9	00	11	38
			12	00	11	38
			19/1	00	01	77
			19/2	00	01	77
		16	20	00	06	83
			21	00	11	38
			26	00	00	76
			1	00	11	38
			10/1	00	09	36
			10/2	00	02	28
			11	00	08	60
			20	00	01	26

1	2	3	4	5	6	7
भरपूरगढ़	79	17	6/1	00	00	25
			6/2	00	00	25
			15	00	04	05
			16	00	10	12
			25	00	11	38
		26	5	00	11	38
			6/1	00	05	82
			6/2	00	04	30
			14/1	00	00	25
			15/1	00	04	30
			15/2	00	07	08
			16/1	00	03	29
			16/3	00	04	05
			17/1/2	00	00	76
			17/2	00	03	29
			24	00	09	36
			25/1	00	01	77
			26	00	00	25
		42	4/1	00	03	04
			4/2	00	07	08
			7/1	00	07	33
			7/2	00	02	78
			14/1	00	09	86
			14/2	00	01	77
			17/1	00	03	54
			17/2	00	08	09
			18	00	00	25
	79	42	23	00	01	26
			24/1	00	04	30
			24/2	00	00	25
			71	00	03	29
			73	00	01	26
			125	00	00	51
			126	00	00	51
			245	00	00	51
			250	00	00	51
			289	00	02	02
दीवा गंडवा	181	4	7	00	05	31
			13	00	02	02
			14	00	09	36
			17	00	01	26

1	2	3	4	5	6	7
दीवा गंडवा	181		18	00	10	12
			23	00	11	63
		12	2/2	00	00	25
			3/1	00	11	13
			3/2	00	00	51
			8	00	06	07
			9	00	05	56
			12/1	00	05	56
			12/2	00	05	82
			19	00	11	63
			21	00	00	76
			22/1	00	10	62
			22/2	00	00	25
		15	1/1	00	02	28
			1/2	00	04	81
			2/1	00	01	77
			2/2	00	01	01
			10/1	00	02	02
			10/2	00	09	36
			11	00	11	63
			20/2	00	08	35
			21/1	00	01	01
		16	16/1	00	01	77
			16/2	00	01	26
			25	00	10	62
		25	5/1	00	11	13
			5/2	00	00	25
			6/2	00	04	55
			55	00	01	52
			61	00	01	26
कंजारी	171	2	21	00	08	85
		4	1	00	11	13
			10	00	11	13
			11/1	00	10	62
		4	20/1	00	00	76
			20/2	00	06	58
			21	00	11	13
		11	1	00	11	13
			10	00	10	62
			11	00	11	13
			20	00	11	63
			21	00	11	63

1	2	3	4	5	6	7
कांजारी	171	17	1	00	07	59
			10	00	00	25
		18	5	00	04	55
			6	00	11	63
			15	00	11	38
			16	00	11	13
			17	00	00	51
			24/2/1	00	00	25
			24/2/2	00	08	85
			25/2	00	03	29
		21	4	00	11	63
			7	00	05	82
			62	00	03	04
			69	00	03	04
			70	00	00	51
लल्लो खुद	172	13	1	00	00	25
			10	00	06	32
			11	00	08	09
			12	00	05	31
			19	00	07	59
			20	00	03	54
			21	00	00	51
			22	00	10	62
		15	2	00	11	38
			9	00	09	86
			12	00	11	38
			19	00	11	38
			22	00	11	38
		24	2	00	11	38
			8	00	00	25
			9/1	00	10	62
			9/2	00	00	51
			12	00	10	12
			13	00	00	25
			18	00	02	53
			19	00	08	09
			22/1	00	03	29
			22/2	00	04	81
			23	00	01	01
		28	2	00	10	12
			3	00	01	01

1	2	3	4	5	6	7
लल्लो खुद	172	28	8	00	01	01
			9	00	10	12
			12	00	11	13
			19/1	00	08	09
			19/2	00	01	52
			22	00	09	61
		35	2/2	00	08	60
			9	00	11	13
			12	00	11	13
			19	00	07	59
			48	00	04	05
			54	00	01	52
			68	00	01	26
			71	00	05	31
महमूदपुर	173		8	00	16	86
			431/10	00	04	64
			432/10	00	09	69
			435/14	00	01	26
			436/14	00	00	42
			437/15	00	10	12
			438/15	00	02	95
			16	00	02	11
			17	00	12	22
			93	00	13	91
			94	00	14	33
			97	00	11	80
			98	00	02	11
			99	00	01	26
			100	00	13	07
			101	00	09	27
			114	00	18	10
			115	00	09	69
			122	00	09	69
			123	00	03	37
तंगराला	174	8	5	00	05	06
			6	00	11	13
			15	00	11	13
			16	00	11	13
			25/1	00	05	82
			25/2	00	01	01

1	2	3	4	5	6	7
तंगराला	174	20	5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	09	86
			25	00	11	13
	23		5	00	06	83
			51	00	01	26

[फा. सं. आर-25011/13/2006-ओ.आर.-I]

एस. के. चितकारा, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 31st January, 2007

S. O. 281.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab, a pipeline should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land, to Shri Gagandeep Singh, Competent Authority (Punjab), Indian Oil Corporation Limited, H. No. 23, Khukhrain Colony, Khalsa School Road, Khanna, Ludhiana, Punjab.

SCHEDULE**Tehsil: Amlon****District: Fatehgarh Sahib****State: Punjab**

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Tanda Badha Khurd	93		34	00	02	11
			44	00	08	01
			45	00	11	38
			47	00	11	38
			51	00	14	75
			448/52	00	07	59
			54	00	00	84
			55	00	10	54
			56	00	02	95
			63	00	00	42
			66	00	00	84
			67	00	18	55
			68	00	13	49
			69	00	06	74
			71	00	05	06
			146	00	02	11
Raipur Chaubdaran	88	7	13	00	03	29
			18	00	11	38
			23/1	00	04	81
			23/2	00	05	82
		14	2	00	00	25
			3/1	00	07	08
			3/2	00	03	54
			8/1	00	06	32
			8/2	00	00	25
			9/1	00	03	54
		21	9/2	00	00	25
			12	00	08	35
			19	00	10	62
			22/1	00	02	28
			22/2	00	08	85
			2	00	11	13
			9/1	00	01	26
			9/2	00	06	07
			12	00	13	41
			18/1	00	00	25
			18/2	00	00	51
			19	00	10	62

1	2	3	4	5	6	7
Raipur	88	21	22	00	07	59
Chaubdaran			23	00	03	54
		26	2	00	05	06
			3	00	06	07
			8	00	08	60
			9	00	02	53
			12/2	00	00	25
			13	00	10	88
			18	00	11	13
			23	00	11	13
		31	3	00	11	13
			8/1	00	08	09
			8/2	00	03	04
			13	00	11	13
			18/1	00	05	56
			18/2	00	03	04
			44	00	06	58
			114	00	00	51
Kapurgarh	87	4	23	00	02	53
			24	00	03	04
		13	3	00	09	61
			4	00	02	02
			8/1	00	05	56
			8/2	00	05	06
			13/1	00	11	38
			18	00	11	63
			22	00	00	25
			23	00	11	38
		20	2	00	04	05
			3	00	07	08
			8	00	00	76
			9	00	05	56
			12/1	00	08	09
			12/2	00	03	29
			19/1	00	02	53
			19/2	00	08	85
			22	00	11	63
			28	00	04	81
		29	1/2/2	00	00	25
			2/1	00	03	29
			2/2	00	06	58
			9	00	07	08
			10/1	00	04	55

1	2	3	4	5	6	7
Kapurgarh	87	29	11/1	00	05	82
			11/2	00	04	30
			12/1	00	00	76
			20	00	11	38
			21/1	00	09	86
			21/2	00	01	52
		40	1	00	10	62
			10	00	02	53
			6	00	05	56
	41	41	15	00	11	38
			16	00	11	13
			17	00	01	26
			24/2	00	11	13
			25	00	01	26
		47	4/1	00	01	01
			4/2	00	11	13
			7/1	00	01	52
			7/2	00	03	04
			8	00	06	07
			13	00	08	35
			64	00	01	77
			83	00	04	30
			262	00	00	51
			268	00	00	25
			272	00	00	25
			280	00	00	51
Bharpurgarh	79	2	6/1	00	04	81
			7	00	00	25
			14	00	06	58
			15/1	00	05	06
			16/2	00	00	25
			17	00	10	88
			24	00	11	38
		5	3	00	02	28
			4/1	00	05	31
			4/2	00	01	52
			7	00	00	25
			8/1	00	01	01
			8/2	00	09	36
			13	00	11	38
			18	00	11	38
			19	00	00	25
			22/1	00	00	25

1	2	3	4	5	6	7
Bharpurgarh	79	5	22/2	00	04	30
			23	00	07	59
		11	2	00	11	13
			3	00	00	25
			9	00	11	38
			12	00	11	38
			19/1	00	01	77
			19/2	00	01	77
			20	00	06	83
			21	00	11	38
			26	00	00	76
		16	1	00	11	38
			10/1	00	09	36
			10/2	00	02	28
			11	00	08	60
			20	00	01	26
		17	6/1	00	00	25
			6/2	00	00	25
			15	00	04	05
			16	00	10	12
			25	00	11	38
		26	5	00	11	38
			6/1	00	05	82
			6/2	00	04	30
			14/1	00	00	25
			15/1	00	04	30
			15/2	00	07	08
			16/1	00	03	29
			16/3	00	04	05
			17/1/2	00	00	76
			17/2	00	03	29
			24	00	09	36
			25/1	00	01	77
			26	00	00	25
		42	4/1	00	03	04
			4/2	00	07	08
			7/1	00	07	33
			7/2	00	02	78
			14/1	00	09	86
			14/2	00	01	77
			17/1	00	03	54
			17/2	00	08	09
			18	00	00	25

1	2	3	4	5	6	7
Bharpurgarh	79	42	23	00	01	26
			24/1	00	04	30
			24/2	00	00	25
			71	00	03	29
			73	00	01	26
			125	00	00	51
			126	00	00	51
			245	00	00	51
			250	00	00	51
			289	00	02	02
Diwa Gandhuan	181	4	7	00	05	31
			13	00	02	02
			14	00	09	36
			17	00	01	26
			18	00	10	12
			23	00	11	63
		12	2/2	00	00	25
			3/1	00	11	13
			3/2	00	00	51
			8	00	06	07
			9	00	05	56
			12/1	00	05	56
			12/2	00	05	82
			19	00	11	63
			21	00	00	76
			22/1	00	10	62
			22/2	00	00	25
		15	1/1	00	02	28
			1/2	00	04	81
			2/1	00	01	77
			2/2	00	01	01
			10/1	00	02	02
			10/2	00	09	36
			11	00	11	63
			20/2	00	08	35
			21/1	00	01	01
		16	16/1	00	01	77
			16/2	00	01	26
			25	00	10	62
		25	5/1	00	11	13
			5/2	00	00	25
			6/2	00	04	55
			55	00	01	52

1	2	3	4	5	6	7
Diwa Gandhuan	181		61	00	01	26
Kanjari	171	2	21	00	08	85
		4	1	00	11	13
			10	00	11	13
			11/1	00	10	62
		4	20/1	00	00	76
			20/2	00	06	58
			21	00	11	13
		11	1	00	11	13
			10	00	10	62
			11	00	11	13
			20	00	11	63
			21	00	11	63
		17	1	00	07	59
			10	00	00	25
		18	5	00	04	55
			6	00	11	63
			15	00	11	38
			16	00	11	13
			17	00	00	51
			24/2/1	00	00	25
			24/2/2	00	08	85
			25/2	00	03	29
		21	4	00	11	63
			7	00	05	82
			62	00	03	04
			69	00	03	04
			70	00	00	51
Lalon Khurd	172	13	1	00	00	25
			10	00	06	32
			11	00	08	09
			12	00	05	31
			19	00	07	59
			20	00	03	54
			21	00	00	51
			22	00	10	62
		15	2	00	11	38
			9	00	09	86
			12	00	11	38
			19	00	11	38
			22	00	11	38
		24	2	00	11	38
			8	00	00	25

1	2	3	4	5	6	7
Lalon Khurd	172	24	9/1	00	10	62
			9/2	00	00	51
			12	00	10	12
			13	00	00	25
			18	00	02	53
			19	00	08	09
			22/1	00	03	29
			22/2	00	04	81
			23	00	01	01
		28	2	00	10	12
			3	00	01	01
			8	00	01	01
			9	00	10	12
			12	00	11	13
			19/1	00	08	09
			19/2	00	01	52
			22	00	09	61
			2/2	00	08	60
		35	9	00	11	13
			12	00	11	13
			19	00	07	59
			48	00	04	05
			54	00	01	52
			68	00	01	26
			71	00	05	31
Mehmudpur	173		8	00	16	86
			431/10	00	04	84
			432/10	00	09	69
			435/14	00	01	26
			436/14	00	00	42
			437/15	00	10	12
			438/15	00	02	95
			16	00	02	11
			17	00	12	22
			93	00	13	91
			94	00	14	33
			97	00	11	80
			98	00	02	11
			99	00	01	26
			100	00	13	07
			101	00	09	27
			114	00	18	10
			115	00	09	69

1	2	3	4	5	6	7
Mehmudpur	173		122	00	09	69
			123	00	03	37
Tangrala	174	8	5	00	05	06
			6	00	11	13
			15	00	11	13
			16	00	11	13
			25/1	00	05	82
		20	25/2	00	01	01
			5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	09	86
		23	25	00	11	13
			5	00	06	83
			51	00	01	26

[F. No. R-25011/13/2006-O.R.-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 31 जनवरी, 2007

का. आ. 282.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि हरियाणा राज्य में पानीपत से पंजाब राज्य के नाभा होते हुए पंजाब राज्य के जालंधर तक लिक्विफाइड पेट्रोलियम गैस के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के लिए, श्री गगनदीप सिंह, सक्षम प्राधिकारी (पंजाब), इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मकान न०. 23, खुखरेन कालोनी, खालसा स्कूल रोड, खन्ना, लुधियाना, पंजाब, को लिखित रूप में आवेप भेज सकेगा।

अनुसूची						
तहसील : नाभा		जिला : पटियाला		राज्य : पंजाब		
गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
रामगढ़	195	14	11	00	01	52
			20	00	00	25
		15	16	00	11	13
			25	00	11	13
		17	5/1/1	00	01	26
			5/1/2	00	05	82
		30	5/2	00	01	01
			6/1	00	11	13
			15/2/1	00	05	56
			15/2/2	00	05	56
			16/1	00	09	11
			16/2	00	02	02
			24	00	01	01
			25/1	00	10	12
			25/2	00	00	25
			4	00	06	07
			5/1	00	05	06
			6	00	00	51
			7	00	10	37
			14/1	00	05	31
			14/2	00	05	82
			17/1	00	05	82
			17/2	00	04	55
			24/1	00	11	13
		34	4/1/1	00	11	13
			4/1/2	00	00	25
		44	7	00	09	61
			8/1	00	00	25
			8/2	00	01	77
			13/1	00	02	28
			13/2	00	05	31
			14	00	03	54
			17/1	00	00	25
			18	00	11	13
			23/1	00	11	38
			3/1/1	00	01	52
			3/1/2	00	02	53
			3/2/1	00	00	51

1	2	3	4	5	6	7
रामगढ़	195	44	3/2/2	00	06	07
			7/2	00	01	01
			8/1	00	06	32
			8/2	00	02	02
			8/3	00	01	52
			13/2	00	03	04
			14/1	00	08	09
			17/2/1	00	08	35
			17/2/2	00	07	59
			18	00	00	25
			24	00	04	05
		50	4	00	11	13
			7	00	11	13
			14	00	10	88
			15/1	00	00	25
			15/2	00	00	51
			16/1	00	00	51
			16/2	00	05	06
			17	00	05	56
			24	00	00	76
			25	00	10	62
		56	21	00	00	25
		57	5/1	00	00	51
			5/2	00	10	12
			6	00	11	13
			15	00	11	13
			16	00	11	13
			25	00	10	62
		64	5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	11	13
			25	00	11	13
		65	1	00	00	25
		69	5	00	11	13
			6	00	11	13
			100	00	00	76
			115	00	01	01
			119	00	00	51
			120	00	00	51
			122	00	00	51
			123	00	01	01
बौरा कला	202		1	00	05	48

1	2	3	4	5	6	7
बीरा कला	202		4	00	01	26
			5	00	14	75
			10	00	00	42
			11	00	17	28
			20	00	05	90
			21	00	05	06
			233	00	08	85
			235	00	12	22
			236	00	10	54
			238	00	09	27
			239	00	09	69
			291	00	01	69
			301	00	00	84
			302	00	13	91
			303	00	01	69
			304	00	26	55
			305	00	00	42
			310	00	14	75
			312	00	10	54
			313	00	02	53
			380	00	08	01
			381	00	16	02
			383/1	00	13	91
			387	00	13	91
			388	00	13	91
			391	00	03	79
			392	00	00	42
			393/1	00	01	69
			1083	00	07	59
			1084	00	11	38
			1085	00	00	84
			1087	00	01	69
			1255/1090	00	01	69
			1091	00	06	74
			1092	00	12	65
			1105	00	01	26
			1109	00	13	07
			1113	00	13	91
			1114/1	00	10	96
			1115	00	05	90
			1124	00	00	42
			1131	00	13	91
			1132	00	13	91

1	2	3	4	5	6	7
बीरा कला	202		1135	00	10	96
			1138	00	02	95
बीर बीरा	203	67	1	00	07	33
			2	00	03	54
			8	00	06	83
			9	00	11	63
			10	00	00	25
			13	00	08	35
			14	00	10	12
			17	00	04	55
बीरा खुर्द	201	14	21	00	02	28
		16	1	00	04	05
			2	00	05	82
			8	00	01	26
			9	00	13	41
			12	00	00	51
			13	00	13	41
			17	00	06	83
			18	00	07	08
			24	00	12	39
			25/2	00	01	26
		31	4	00	00	51
			5	00	10	37
			6/2	00	03	04
		32	1/2	00	00	25
			53	00	03	04
ककराला	2	4	25/1	00	00	25
			25/2	00	00	51
		5	11	00	03	04
			20	00	11	38
			21	00	10	62
		9	1/1	00	02	28
			21	00	00	25
		10	5/1	00	02	02
			5/2	00	06	07
			6/1	00	05	31
			6/2	00	00	25
			15	00	11	13
			16	00	11	13
			25	00	11	13
		18	5	00	09	61
			6/1	00	07	84
			6/2	00	00	76

1	2	3	4	5	6	7
ककराला	2	18	15	00	05	56
			16	00	03	04
			25	00	01	52
		19	1	00	01	52
			10	00	03	04
			11	00	05	56
			20	00	08	09
			21	00	09	61
		25	1	00	02	28
			10	00	11	13
			11	00	11	13
			20	00	11	13
			21	00	11	13
		26	5	00	06	58
		38	1	00	11	13
			10	00	11	13
			11	00	11	38
			19	00	00	25
			20	00	11	38
			21	00	04	55
			22	00	06	58
		47	1	00	00	25
			2	00	11	38
			9	00	11	38
			12/1	00	06	07
			12/2	00	04	81
			13	00	00	78
			18	00	08	09
			19	00	03	04
			22	00	03	29
			23	00	06	07
			26	00	00	25
		62	3	00	10	88
			7	00	00	51
			8	00	11	13
			13	00	05	06
			14	00	06	07
			17	00	11	38
			18	00	00	25
			24/1	00	05	56
			24/2	00	05	82
		73	4	00	11	38
			5	00	00	25

1	2	3	4	5	6	7
ककराला	2	73	6	00	07	84
			7	00	03	54
			15	00	11	13
			16	00	11	38
			25	00	11	13
		88	5	00	11	38
			6/1	00	01	26
			6/2	00	02	28
			15	00	03	29
		89	10	00	06	58
			20	00	05	31
			21	00	11	13
		98	1	00	11	38
			9/2	00	00	76
			10	00	11	13
			11/1	00	01	77
			11/2/1	00	00	51
			11/2/2	00	00	25
			12/1	00	01	77
			12/2/1	00	00	25
			12/2/2	00	07	33
			19	00	11	63
			22	00	08	60
			23/1	00	02	53
			23/2	00	00	25
		111	2/2	00	00	51
			3	00	11	38
			8	00	11	63
			13	00	06	58
			14	00	04	81
			17	00	11	63
			18	00	00	25
			24	00	11	63
			25	00	00	25
		119	11	00	01	77
			20	00	11	13
			21	00	10	12
		120	4/2	00	03	29
			5	00	08	35
			6	00	11	63
			15	00	10	12
			16	00	00	76
			149	00	01	52

1	2	3	4	5	6	7
ककराला	2		164	00	02	78
			357	00	02	28
			372	00	00	51
			427	00	01	26
कुलारा	214	7	12	00	00	25
			18	00	00	25
			19	00	11	13
			22	00	05	56
			23/2	00	04	05
			26	00	01	77
		14	1	00	00	25
			2/1	00	03	04
			2/2	00	06	83
			9/1	00	00	25
			9/2	00	05	06
			10	00	06	07
			11	00	07	84
			12	00	00	25
			143	00	01	26
धींगी	215	47	11	00	00	25
			12	00	06	07
			20	00	11	13
			21	00	03	81
		49	1/1	00	10	62
			2	00	00	51
			10/1	00	10	37
			10/2	00	00	51
			11	00	11	89
			20	00	01	52
		50	15	00	00	51
			16	00	11	38
			24	00	00	25
			25/1	00	06	32
			25/2	00	05	31
		64	4	00	09	36
			5	00	03	29
			7	00	12	39
			13	00	04	05
			14	00	06	83
			18/1	00	08	09
			18/2	00	02	02
			22	00	03	29
			23/1	00	07	08

1	2	3	4	5	6	7
धींगी	215	64	23/2	00	00	76
		69	2	00	08	85
			9	00	10	37
			10	00	02	53
			11	00	12	14
			12	00	00	25
			20	00	11	63
			21	00	01	26
		70	16/1	00	00	51
			25/1/1	00	10	88
			25/1/2	00	00	76
			25/2	00	00	25
		83	4	00	00	25
			5/1	00	03	54
			5/2/1	00	08	60
			5/2/2	00	00	25
			6/1/2	00	00	25
			6/2	00	03	29
			7	00	07	84
			14	00	12	65
			17/2	00	08	09
			18	00	03	29
			23	00	11	89
			24/1	00	00	25
			24/2	00	00	25
		92	3	00	12	14
			8	00	10	88
			9	00	01	01
			12	00	08	35
			13	00	02	02
			164	00	00	51
			182	00	01	01
			183	00	00	25
पहाड़पुर	155		11	00	00	42
			13/2	00	14	33
			14/1	00	15	17
			14/2	00	05	06
			26	00	01	26
			27	00	12	22
			28	00	02	53
			29	00	13	07
			85	00	01	26
			92/2/1	00	04	64

1	2	3	4	5	6	7
पहाड़पुर	155		92/2/2	00	05	48
			94	00	02	11
			95/1/2	00	12	65
			96	00	01	69
			97	00	12	65
			98	00	13	91
			101	00	12	22
			102	00	00	42
			142	00	00	84
			143	00	15	60
			145	00	06	74
			146	00	09	69
			149	00	16	44
			150	00	04	22
			225	00	00	84
			234	00	00	84
			235	00	22	76
			241	00	01	69
			242	00	09	27
			243	00	00	42
			244/2	00	16	44
			245/2	00	02	95
			245/3	00	01	26
			246	00	08	43
			247/1	00	05	48
			250	00	01	26
			251	00	00	84
			252	00	09	27
			335	00	13	91
			345	00	14	33
			346	00	14	33
			348	00	00	42
			349	00	07	59
			349/1	00	05	90
			352	00	01	26
			380	00	02	95
			381	00	11	38
			382	00	14	33
			392/1	00	02	95
			393	00	11	38
			394	00	14	33
			395	00	13	49
			396	00	00	84

1	2	3	4	5	6	7
पहाड़पुर	155		397	00	14	33
			407/1	00	00	42
			408	00	14	33
			409	00	00	42
			410	00	13	49
			410/1	00	00	84
			419	00	13	07
			420	00	01	26
			421	00	00	84
			422	00	12	22
			423	00	00	84
			431	00	14	33
			432	00	08	85
			433	00	04	64
			464/2	00	00	84
			466	00	00	42
			1233	00	13	07
			1234	00	13	91
			1236	00	11	80
			1237	00	01	26
कौल	213	10	9	00	00	25
			12	00	00	76
कमेली	212	8	3	00	00	51
			8/2	00	07	08
		17	3	00	01	26
			9	00	09	36
			12	00	11	13
			19	00	11	13
			22	00	11	13
		19	2	00	11	13
			9	00	11	13
			12/1	00	11	13
			19/1	00	01	26
			19/2	00	07	84
			21/3	00	00	51
			22/1	00	04	30
			22/2	00	06	83
		25	1/2	00	03	04
			2	00	08	09
			9/2	00	05	31
			10/1	00	05	31
			11	00	08	09
			12	00	01	01

1	2	3	4	5	6	7
कमेली	212	25	19/1	00	01	26
			19/2	00	00	25
			20/2	00	07	59
			21/2	00	07	08
			22	00	02	02
		28	1/2/2	00	06	07
			2	00	05	06
			9	00	05	56
			10/1	00	05	56
			11/2	00	01	52
			42	00	01	52
			43	00	08	09
गुरदीतपुरा	147	62	12	00	12	65
			19	00	11	13
			22	00	10	12
		63	2	00	01	01
			103	00	16	69
उद्या	211	5	4	00	00	25
			7/1	00	08	85
			7/2	00	02	02
			14	00	11	13
			17/1	00	05	56
			17/2	00	05	56
			24	00	11	13
		9	4	00	10	62
			7	00	11	13
			13	00	00	25
			14	00	11	13
			17	00	10	12
			18	00	01	01
			23	00	03	54
		18	24	00	07	59
			3/1	00	03	29
			3/2	00	02	78
			4/1	00	04	05
			7/1	00	02	02
			7/2	00	00	25
			8/1	00	03	04
			8/2	00	06	07
			13/1	00	04	05
			13/2	00	03	81
			13/3	00	03	04
			14/1	00	00	25

1	2	3	4	5	6	7
ਓਧਾ	211	18	18/1/1	00	02	02
			18/1/2	00	02	02
			18/2	00	07	08
			23/1	00	10	62
			23/2	00	00	51
		21	3	00	11	13
			8	00	11	13
			13/1	00	10	12
			13/2	00	01	01
			18/2	00	11	13
			23/1	00	00	51
			23/2	00	10	62
		26	3	00	10	62
			8	00	11	13
			12	00	00	51
			13/1	00	10	62
			18/1	00	01	26
			18/2	00	04	55
			19/1	00	00	51
			19/2	00	01	01
			22/2/1	00	07	59
			22/2/2	00	00	25
		29	23	00	04	05
			2	00	09	61
			3	00	01	52
			9	00	02	02
			30	00	02	53
			34	00	01	01
			51	00	00	51
			52	00	00	51
			65	00	00	51
ਬਾਬਰਪੁਰ	107		410	00	05	06
			413	00	13	91
			414	00	13	49
			415	00	13	49
			455	00	01	26
			518	00	12	65
			519	00	14	33
			523	00	08	43
			539	00	13	49
			539/1	00	04	22
			542	00	08	43
			544	00	04	64

1	2	3	4	5	6	7
बाबरपुर	107		545	00	00	42
			552	00	01	69
			553	00	12	22
			556	00	00	84
			579	00	03	37
			580	00	04	64
			585	00	05	90
			586	00	07	17
			591	00	08	43
			592	00	04	22
			599	00	06	32
			600	00	08	01
			607	00	08	85
			608	00	10	54
			675	00	00	84
			676	00	00	42
			679	00	13	49
			680	00	13	49
			681	00	13	49
			682	00	11	80
			687	00	01	26
			692	00	13	49
			693	00	13	49
			694	00	13	49
			731	00	13	49
			752	00	00	84
			772	00	16	86
			775	00	09	69
			776	00	13	91
			777	00	13	91
			792	00	06	32
			793	00	13	91
			794	00	01	26
			798	00	05	90
			799	00	06	74
टोडरवाल	106		383	00	14	75
			388	00	18	10
			389	00	13	91
बिशनगढ़	103		224	00	01	26
			225	00	13	49
			226	00	10	54
			229	00	13	91
			230	00	13	91

1	2	3	4	5	6	7
बिशनगढ़	103		234	00	06	74
			235	00	05	06
			256	00	04	64
			257	00	01	26
			258	00	10	96
			259	00	13	91
			269	00	13	91
			269/1	00	00	42
			270	00	11	80
			278	00	02	95
			321	00	04	22
			330	00	12	22
			331	00	16	44
			336	00	01	26
			339	00	12	22
			340	00	13	91
			343	00	13	91
			344	00	03	79
			345	00	17	28
			347	00	01	26
			349	00	00	42
			350	00	20	23
			351	00	13	91
			354	00	11	80
			355	00	01	26
			418	00	02	53
			419	00	12	65
			420	00	11	80
			428	00	02	11
			431	00	12	22
			432	00	01	69
			433	00	13	91
			440	00	03	79
			442	00	19	39
			443	00	10	54
			444	00	00	84
			445	00	13	07
			446	00	13	91
डंढराला डंढसा	102		210	00	13	91
			211	00	13	91
			214	00	13	91
			215	00	13	91
			219	00	17	70

1	2	3	4	5	6	7
उदराला डीढ़सा	102		269	00	13	07
			270	00	14	33
			271	00	00	42
			275	00	00	84
रणजीतगढ़	99		573/324/1	00	02	53
			336	00	00	42
			337	00	13	49
			338	00	15	17
			339	00	13	91
			340	00	10	96
			345/1	00	02	11
			346/1	00	14	75
			347/1	00	05	90
			347/2	00	07	17
			348	00	02	11
			371	00	19	39
			470	00	06	74
मोहलगवारा	98		93	00	10	54
			94	00	10	54
			95	00	02	95
			96	00	13	91
			97	00	00	42
			482/99	00	00	84
			483/99	00	11	38
			485/100/1	00	00	42
			223	00	01	69
			249	00	13	07
			258	00	18	55
			259	00	18	55
			263	00	08	43
			264	00	05	90
			264/1	00	07	59
			265	00	05	06
			266	00	01	69
			293	00	13	91
			294	00	15	60
			295	00	03	37
			298	00	13	07
			337	00	01	69
			349	00	08	43
			356	00	03	37
			359	00	12	65
			360	00	01	26

1	2	3	4	5	6	7
मोहलगवारा	98		563-564/361.	00	02	95
			563-564/361.	00	12	22
			362	00	07	59
			363	00	03	37
			367	00	01	26
			368	00	07	17
			369	00	00	42
			588/370	00	09	27
			372	00	03	79
			373	00	21	08
पहलियां कलां	95		583/3	00	14	75
			553/4	00	00	84
			5	00	13	91
			657/6/2	00	02	95
			7	00	01	69
			556/8	00	13	91
			9	00	00	42
			10	00	05	90
			11	00	00	42
			36/1	00	00	42
			36/2	00	00	42
			37	00	11	38
			41	00	07	59
			42	00	07	59
			367/1	00	01	26
			369	00	10	96
			370	00	00	84
			389	00	13	91
			391	00	19	81
			394/2	00	19	81
			400/1	00	00	42
			400/2	00	16	02
			404	00	14	75
			408	00	00	42
			680/410	00	00	42
			681/410	00	06	74
			689/410	00	07	17
			411	00	00	42
			415/1	00	07	17
			415/2	00	07	59
			417	00	00	42
			418	00	10	12
			570/419	00	04	64

1	2	3	4	5	6	7
पहलियां कला	95		572/420	00	14	75
बुग्गा खुर्द	94	5	18	00	03	29
			22	0	02	02
			23	00	09	11
		7	2	00	02	02
			3	00	09	11
			8/1	00	05	31
			8/2	00	03	81
			9/1	00	01	52
			9/2	00	00	51
			12/1	00	00	51
			12/2	00	01	52
			13/1	00	04	05
			13/2	00	05	06
			18/2	00	08	09
			19	00	03	04
			22	00	03	04
			23	00	08	09
		14	2	00	03	54
			3	00	07	59
			8	00	07	08
			9	00	04	05
			12	00	04	05
			13	00	07	08
			18/2	0	06	58
			19	00	00	76
			22	00	06	58
			23/1	00	07	08
		19	2/2	00	04	55
			3/1	00	00	76
			3/2	00	05	31
			8	00	06	07
			9/1	00	05	06
			12/2	00	05	06
			13	00	06	07
			18	00	05	56
			22	00	06	07
			19/1	00	05	56
			23	00	05	06
		26	2	00	06	07
			3	00	05	06
			8	00	08	09
			9	00	03	04

1	2	3	4	5	6	7
बुग्गा खुर्द	94	26	13	00	11	38
			18	00	11	38
			23	00	10	12
			24	00	01	52
		32	3	00	01	77
			4	00	09	11
			7	00	11	38
			14/1	00	03	04
			14/2	00	08	60
			16	00	02	53
			17/2	00	06	32
			48	00	01	26
			161/1	00	00	51

[फा. सं. आर-25011/13/2006-ओ.आर.-1]

एस. के. चितकारा, अवर सचिव

New Delhi, the 31st January, 2007

S.O. 282.—Whereas it appears to the Central Government that it is

necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab, a pipeline should be laid by the Indian Oil Corporation Limited; And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land, to Shri Gagandeep Singh, Competent Authority (Punjab), Indian Oil Corporation Limited, H. No. 23, Khukhrain Colony, Khalsa School Road, Khanna, Ludhiana, Punjab.

SCHEDULE**Tehsil: Nabha****District: Patiala****State: Punjab**

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Ramgarh	195	14	11	00	01	52
			20	00	00	25
			15	00	11	13
			25	00	11	13
		17	5/1/1	00	01	26
			5/1/2	00	05	82
			5/2	00	01	01
			6/1	00	11	13
		30	15/2/1	00	05	56
			15/2/2	00	05	56
			16/1	00	09	11
			16/2	00	02	02
			24	00	01	01
			25/1	00	10	12
			25/2	00	00	25
			4	00	06	07
			5/1	00	05	06
			6	00	00	51
			7	00	10	37
			14/1	00	05	31
			14/2	00	05	82
			17/1	00	05	82
			17/2	00	04	55
			24/1	00	11	13
		34	4/1/1	00	11	13
			4/1/2	00	00	25
			7	00	09	61
			8/1	00	00	25
		44	8/2	00	01	77
			13/1	00	02	28
			13/2	00	05	31
			14	00	03	54
			17/1	00	00	25
			18	00	11	13
			23/1	00	11	38
			3/1/1	00	01	52
			3/1/2	00	02	53
			3/2/1	00	00	51

1	2	3	4	5	6	7
Ramgarh	195	44	3/2/2	00	06	07
			7/2	00	01	01
			8/1	00	06	32
			8/2	00	02	02
			8/3	00	01	52
			13/2	00	03	04
			14/1	00	08	09
			17/2/1	00	08	35
			17/2/2	00	07	59
			18	00	00	25
			24	00	04	05
		50	4	00	11	13
			7	00	11	13
			14	00	10	88
			15/1	00	00	25
			15/2	00	00	51
			16/1	00	00	51
			16/2	00	05	06
			17	00	05	56
			24	00	00	76
			25	00	10	62
		56	21	00	00	25
			57	00	00	51
	57		5/1	00	00	51
			5/2	00	10	12
			6	00	11	13
			15	00	11	13
			16	00	11	13
			25	00	10	62
		64	5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	11	13
			25	00	11	13
		65	1	00	00	25
			69	00	11	13
	69		6	00	11	13
			100	00	00	76
			115	00	01	01
			119	00	00	51
			120	00	00	51
			122	00	00	51
			123	00	01	01
Bauran Kalan	202		1	00	05	48

1	2	3	4	5	6	7
Bauran Kalan	202		4	00	01	26
			5	00	14	75
			10	00	00	42
			11	00	17	28
			20	00	05	90
			21	00	05	06
			233	00	08	85
			235	00	12	22
			236	00	10	54
			238	00	09	27
			239	00	09	69
			291	00	01	69
			301	00	00	84
			302	00	13	91
			303	00	01	69
			304	00	26	55
			305	00	00	42
			310	00	14	75
			312	00	10	54
			313	00	02	53
			380	00	08	01
			381	00	16	02
			383/1	00	13	91
			387	00	13	91
			388	00	13	91
			391	00	03	79
			392	00	00	42
			393/1	00	01	69
			1083	00	07	59
			1084	00	11	38
			1085	00	00	84
			1087	00	01	69
			1255/1090	00	01	69
			1091	00	06	74
			1092	00	12	65
			1105	00	01	26
			1109	00	13	07
			1113	00	13	91
			1114/1	00	10	96
			1115	00	05	90
			1124	00	00	42
			1131	00	13	91
			1132	00	13	91

1	2	3	4	5	6	7
Bauran Kalan	202		1135	00	10	96
			1138	00	02	95
Bir Bauran	203	67	1	00	07	33
			2	00	03	54
			8	00	06	83
			9	00	11	63
			10	00	00	25
			13	00	08	35
			14	00	10	12
			17	00	04	55
Bauran Khurd	201	14	21	00	02	28
			1	00	04	05
		16	2	00	05	82
			8	00	01	26
			9	00	13	41
			12	00	00	51
			13	00	13	41
			17	00	06	83
			18	00	07	08
			24	00	12	39
		31	25/2	00	01	26
			4	00	00	51
			5	00	10	37
			6/2	00	03	04
		32	1/2	00	00	25
			53	00	03	04
Kakrala	2	4	25/1	00	00	25
			25/2	00	00	51
		5	11	00	03	04
			20	00	11	38
			21	00	10	62
			1/1	00	02	28
		9	21	00	00	25
			5/1	00	02	02
		10	5/2	00	06	07
			6/1	00	05	31
			6/2	00	00	25
			15	00	11	13
			16	00	11	13
			25	00	11	13
		18	5	00	09	61
			6/1	00	07	84
			6/2	00	00	76

1	2	3	4	5	6	7
Kakrala	2	18	15	00	05	56
			16	00	03	04
			25	00	01	52
		19	1	00	01	52
			10	00	03	04
			11	00	05	56
			20	00	08	09
			21	00	09	61
		25	1	00	02	28
			10	00	11	13
			11	00	11	13
			20	00	11	13
			21	00	11	13
		26	5	00	06	58
		38	1	00	11	13
			10	00	11	13
			11	00	11	38
			19	00	00	25
			20	00	11	38
			21	00	04	55
			22	00	06	58
		47	1	00	00	25
			2	00	11	38
			9	00	11	38
			12/1	00	06	07
			12/2	00	04	81
			13	00	00	76
			18	00	08	09
			19	00	03	04
			22	00	03	29
			23	00	06	07
			26	00	00	25
		62	3	00	10	88
			7	00	00	51
			8	00	11	13
			13	00	05	06
			14	00	06	07
			17	00	11	38
			18	00	00	25
			24/1	00	05	56
			24/2	00	05	82
		73	4	00	11	38
			5	00	00	25

1	2	3	4	5	6	7
Kakrala	2	73	6	00	07	84
			7	00	03	54
			15	00	11	13
			16	00	11	38
			25	00	11	13
		88	5	00	11	38
			6/1	00	01	26
			6/2	00	02	28
			15	00	03	29
			10	00	06	58
			20	00	05	31
			21	00	11	13
		98	1	00	11	38
			9/2	00	00	76
			10	00	11	13
			11/1	00	01	77
			11/2/1	00	00	51
			11/2/2	00	00	25
			12/1	00	01	77
			12/2/1	00	00	25
			12/2/2	00	07	33
			19	00	11	63
			22	00	08	60
			23/1	00	02	53
			23/2	00	00	25
		111	2/2	00	00	51
			3	00	11	38
			8	00	11	63
			13	00	06	58
			14	00	04	81
			17	00	11	63
			18	00	00	25
			24	00	11	63
			25	00	00	25
		119	11	00	01	77
			20	00	11	13
			21	00	10	12
		120	4/2	00	03	29
			5	00	08	35
			6	00	11	63
			15	00	10	12
			16	00	00	76
			149	00	01	52

1	2	3	4	5	6	7
Kakraia	2		164	00	02	78
			357	00	02	28
			372	00	00	51
			427	00	01	26
Kularan	214	7	12	00	00	25
			18	00	00	25
			19	00	11	13
			22	00	05	56
			23/2	00	04	05
			26	00	01	77
		14	1	00	00	25
			2/1	00	03	04
			2/2	00	06	83
			9/1	00	00	25
			9/2	00	05	06
			10	00	06	07
			11	00	07	84
			12	00	00	25
			143	00	01	26
Dhingi	215	47	11	00	00	25
			12	00	06	07
			20	00	11	13
			21	00	03	81
			1/1	00	10	62
			2	00	00	51
			10/1	00	10	37
			10/2	00	00	51
			11	00	11	89
			20	00	01	52
		50	15	00	00	51
			16	00	11	38
			24	00	00	25
			25/1	00	06	32
			25/2	00	05	31
		64	4	00	09	36
			5	00	03	29
			7	00	12	39
			13	00	04	05
			14	00	06	83
			18/1	00	08	09
			18/2	00	02	02
			22	00	03	29
			23/1	00	07	08

1	2	3	4	5	6	7
Dhingi	215	64	23/2	00	00	76
		69	2	00	08	85
			9	00	10	37
			10	00	02	53
			11	00	12	14
			12	00	00	25
			20	00	11	63
			21	00	01	26
		70	16/1	00	00	51
			25/1/1	00	10	88
			25/1/2	00	00	76
			25/2	00	00	25
		83	4	00	00	25
			5/1	00	03	54
			5/2/1	00	08	60
			5/2/2	00	00	25
			6/1/2	00	00	25
			6/2	00	03	29
			7	00	07	84
			14	00	12	65
			17/2	00	08	09
			18	00	03	29
			23	00	11	89
			24/1	00	00	25
			24/2	00	00	25
		92	3	00	12	14
			8	00	10	88
			9	00	01	01
			12	00	08	35
			13	00	02	02
			164	00	00	51
			182	00	01	01
			183	00	00	25
Paharpur	155		11	00	00	42
			13/2	00	14	33
			14/1	00	15	17
			14/2	00	05	06
			26	00	01	26
			27	00	12	22
			28	00	02	53
			29	00	13	07
			85	00	01	26
			92/2/1	00	04	64

1	2	3	4	5	6	7
Paharpur	155		92/2/2	00	05	48
			94	00	02	11
			95/1/2	00	12	65
			96	00	01	69
			97	00	12	65
			98	00	13	91
			101	00	12	22
			102	00	00	42
			142	00	00	84
			143	00	15	60
			145	00	06	74
			146	00	09	69
			149	00	16	44
			150	00	04	22
			225	00	00	84
			234	00	00	84
			235	00	22	76
			241	00	01	69
			242	00	09	27
			243	00	00	42
			244/2	00	16	44
			245/2	00	02	95
			245/3	00	01	26
			246	00	08	43
			247/1	00	05	48
			250	00	01	26
			251	00	00	84
			252	00	09	27
			335	00	13	91
			345	00	14	33
			346	00	14	33
			348	00	00	42
			349	00	07	59
			349/1	00	05	90
			352	00	01	26
			380	00	02	95
			381	00	11	38
			382	00	14	33
			392/1	00	02	95
			393	00	11	38
			394	00	14	33
			395	00	13	49
			396	00	00	84

1	2	3	4	5	6	7
Paharpur	155		397	00	14	33
			407/1	00	00	42
			408	00	14	33
			409	00	00	42
			410	00	13	49
			410/1	00	00	84
			419	00	13	07
			420	00	01	26
			421	00	00	84
			422	00	12	22
			423	00	00	84
			431	00	14	33
			432	00	08	85
			433	00	04	64
			464/2	00	00	84
			466	00	00	42
			1233	00	13	07
			1234	00	13	91
			1236	00	11	80
			1237	00	01	26
Kaul	213	10	9	00	00	25
			12	00	00	76
Kameli	212	8	3	00	00	51
			8/2	00	07	08
		17	3	00	01	26
			9	00	09	36
			12	00	11	13
			19	00	11	13
			22	00	11	13
		19	2	00	11	13
			9	00	11	13
			12/1	00	11	13
			19/1	00	01	26
			19/2	00	07	84
		25	21/3	00	00	51
			22/1	00	04	30
			22/2	00	06	83
			1/2	00	03	04
			2	00	08	09
			9/2	00	05	31
			10/1	00	05	31
			11	00	08	09
			12	00	01	01

1	2	3	4	5	6	7
Kameli	212	25	19/1	00	01	26
			19/2	00	00	25
			20/2	00	07	59
			21/2	00	07	08
			22	00	02	02
		28	1/2/2	00	06	07
			2	00	05	06
			9	00	05	56
			10/1	00	05	56
			11/2	00	01	52
			42	00	01	52
			43	00	08	09
Gurditpura	147	62	12	00	12	65
			19	00	11	13
			22	00	10	12
		63	2	00	01	01
			103	00	16	69
Udha	211	5	4	00	00	25
			7/1	00	08	85
			7/2	00	02	02
			14	00	11	13
			17/1	00	05	56
			17/2	00	05	56
			24	00	11	13
		9	4	00	10	62
			7	00	11	13
			13	00	00	25
			14	00	11	13
			17	00	10	12
			18	00	01	01
			23	00	03	54
		18	24	00	07	59
			3/1	00	03	29
			3/2	00	02	78
			4/1	00	04	05
			7/1	00	02	02
			7/2	00	00	25
			8/1	00	03	04
			8/2	00	06	07
			13/1	00	04	05
			13/2	00	03	81
			13/3	00	03	04
			14/1	00	00	25

1	2	3	4	5	6	7
Udha	211	18	18/1/1	00	02	02
			18/1/2	00	02	02
			18/2	00	07	08
			23/1	00	10	62
			23/2	00	00	51
		21	3	00	11	13
			8	00	11	13
			13/1	00	10	12
			13/2	00	01	01
			18/2	00	11	13
			23/1	00	00	51
			23/2	00	10	62
		26	3	00	10	62
			8	00	11	13
			12	00	00	51
			13/1	00	10	62
			18/1	00	01	26
			18/2	00	04	55
			19/1	00	00	51
			19/2	00	01	01
			22/2/1	00	07	59
			22/2/2	00	00	25
		29	23	00	04	05
			2	00	09	61
			3	00	01	52
			9	00	02	02
			30	00	02	53
			34	00	01	01
			51	00	00	51
			52	00	00	51
			65	00	00	51
Babarpur	107		410	00	05	06
			413	00	13	91
			414	00	13	49
			415	00	13	49
			455	00	01	26
			518	00	12	65
			519	00	14	33
			523	00	08	43
			539	00	13	49
			539/1	00	04	22
			542	00	08	43
			544	00	04	64

1	2	3	4	5	6	7
Babarpur	107		545	00	00	42
			552	00	01	69
			553	00	12	22
			556	00	00	84
			579	00	03	37
			580	00	04	64
			585	00	05	90
			586	00	07	17
			591	00	08	43
			592	00	04	22
			599	00	06	32
			600	00	08	01
			607	00	08	85
			608	00	10	54
			675	00	00	84
			676	00	00	42
			679	00	13	49
			680	00	13	49
			681	00	13	49
			682	00	11	80
			687	00	01	26
			692	00	13	49
			693	00	13	49
			694	00	13	49
			731	00	13	49
			752	00	00	84
			772	00	16	86
			775	00	09	69
			776	00	13	91
			777	00	13	91
			792	00	06	32
			793	00	13	91
			794	00	01	26
			798	00	05	90
			799	00	06	74
Todarwal	106		383	00	14	75
			388	00	18	10
			389	00	13	91
Bishangarh	103		224	00	01	26
			225	00	13	49
			226	00	10	54
			229	00	13	91
			230	00	13	91

1	2	3	4	5	6	7
Bishangarh	103		234	00	06	74
			235	00	05	06
			256	00	04	64
			257	00	01	26
			258	00	10	96
			259	00	13	91
			269	00	13	91
			269/1	00	00	42
			270	00	11	80
			278	00	02	95
			321	00	04	22
			330	00	12	22
			331	00	16	44
			336	00	01	26
			339	00	12	22
			340	00	13	91
			343	00	13	91
			344	00	03	79
			345	00	17	28
			347	00	01	26
			349	00	00	42
			350	00	20	23
			351	00	13	91
			354	00	11	80
			355	00	01	26
			418	00	02	53
			419	00	12	65
			420	00	11	80
			428	00	02	11
			431	00	12	22
			432	00	01	69
			433	00	13	91
			440	00	03	79
			442	00	19	39
			443	00	10	54
			444	00	00	84
			445	00	13	07
			446	00	13	91
Dhandarala Dhindsa	102		210	00	13	91
			211	00	13	91
			214	00	13	91
			215	00	13	91
			219	00	17	70

1	2	3	4	5	6	7
Dhandarala	102		269	00	13	07
			270	00	14	33
			271	00	00	42
			275	00	00	84
Ranjitgarh	99		573/324/1	00	02	53
			336	00	00	42
			337	00	13	49
			338	00	15	17
			339	00	13	91
			340	00	10	96
			345/1	00	02	11
			346/1	00	14	75
			347/1	00	05	90
			347/2	00	07	17
			348	00	02	11
			371	00	19	39
			470	00	06	74
Mauhlga-wara	98		93	00	10	54
			94	00	10	54
			95	00	02	95
			96	00	13	91
			97	00	00	42
			482/99	00	00	84
			483/99	00	11	38
			485/100/1	00	00	42
			223	00	01	69
			249	00	13	07
			258	00	18	55
			259	00	18	55
			263	00	08	43
			264	00	05	90
			264/1	00	07	59
			265	00	05	06
			266	00	01	69
			293	00	13	91
			294	00	15	60
			295	00	03	37
			298	00	13	07
			337	00	01	69
			349	00	08	43
			356	00	03	37
			359	00	12	65
			360	00	01	26

1	2	3	4	5	6	7
Mauhlga wara	98		563-564/361/1	00	02	95
			563-564/361/2	00	12	22
			362	00	07	59
			363	00	03	37
			367	00	01	26
			368	00	07	17
			369	00	00	42
			588/370	00	09	27
			372	00	03	79
			373	00	21	08
Pahlian Kalan	95		583/3	00	14	75
			553/4	00	00	84
			5	00	13	91
			657/6/2	00	02	95
			7	00	01	69
			556/8	00	13	91
			9	00	00	42
			10	00	05	90
			11	00	00	42
			36/1	00	00	42
			36/2	00	00	42
			37	00	11	38
			41	00	07	59
			42	00	07	59
			367/1	00	01	26
			369	00	10	96
			370	00	00	84
			389	00	13	91
			391	00	19	81
			394/2	00	19	81
			400/1	00	00	42
			400/2	00	16	02
			404	00	14	75
			408	00	00	42
			680/410	00	00	42
			681/410	00	06	74
			689/410	00	07	17
			411	00	00	42
			415/1	00	07	17
			415/2	00	07	59
			417	00	00	42
			418	00	10	12
			570/419	00	04	64

1	2	3	4	5	6	7
Pahlian Kalan	95		572/420	00	14	75
Bugga Khurd	94	5	18	00	03	29
			22	0	02	02
			23	00	09	11
		7	2	00	02	02
			3	00	09	11
			8/1	00	05	31
			8/2	00	03	81
			9/1	00	01	52
			9/2	00	00	51
			12/1	00	00	51
			12/2	00	01	52
			13/1	00	04	05
			13/2	00	05	06
			18/2	00	08	09
			19	00	03	04
			22	00	03	04
			23	00	08	09
		14	2	00	03	54
			3	00	07	59
			8	00	07	08
			9	00	04	05
			12	00	04	05
			13	00	07	08
			18/2	0	06	58
			19	00	00	76
			22	00	06	58
			23/1	00	07	08
		19	2/2	00	04	55
			3/1	00	00	76
			3/2	00	05	31
			8	00	06	07
			9/1	00	05	06
			12/2	00	05	06
			13	00	06	07
			18	00	05	56
			22	00	06	07
			19/1	00	05	56
			23	00	05	06
		26	2	00	06	07
			3	00	05	06
			8	00	08	09
			9	00	03	04

1	2	3	4	5	6	7
Bugga Khurd	94	26	13	00	11	38
			18	00	11	38
			23	00	10	12
			24	00	01	52
		32	3	00	01	77
			4	00	09	11
			7	00	11	38
			14/1	00	03	04
			14/2	00	08	60
			16	00	02	53
			17/2	00	06	32
			48	00	01	26
			161/1	00	00	51

[F. No. R-25011/13/2006-O.R.-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 31 जनवरी, 2007

का. आ. 283.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में दहेज-हजीरा-उरान एवं स्पर पाइपलाईन द्वारा प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा, एक पाइपलाईन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाईन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाईन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाईन बिछाए जाने के संबंध में, श्री एस.के. राठौड़, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, इच्छापुर-मगदल्ला रोड, पुरानी कॉलोनी, ओ.एन.जी.सी. सर्कल के पास, हजीरा, सुरत (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
भरुच	भरुच	भाडभुत	445	00-38-40
			कुल	00-38-40

[फा. सं. एल-14014/12/2006-जी. पी. (भाग-I)]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 31st January, 2007

S. O. 283.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through Dahej-Hazira-Uran and its spur pipeline project in the State of Gujarat, a pipeline should be laid by the GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Shri S.K. Rathod, Competent Authority, GAIL (India) Limited, Ichhapore-Magdalla Road, Old Colony, Near ONGC Circle, Hazira, Surat (Gujarat).

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (In Hectare)
Bharuch	Bharuch	Bhadbhutt	445	00-38-40
			Total	00-38-40

[F. No. L-14014/12/2006-G.P. (Part-I)]

S. B. MANDAL, Under Secy.

नई दिल्ली, 31 जनवरी, 2007

का. आ. 284.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि आन्ध्र प्रदेश राज्य में मंडपेट जि.सि.एस. से जि.वि.के. इन्डस्ट्रीज पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री बी. हेमासुन्दर वेन्कट राव, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, के.जी. बेसिन परियोजना, जे.टी. एवेन्यू, दानवाइपेट, राजमुन्डी-533103 (आन्ध्र प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं./सब डिविजन नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
पूर्वी गोदावरी	आलमूरु	पेदपल्ल	9/5 ए भाग	0.0162
			10/3 ए भाग	0.0445
			10/4 पी भाग	0.0607
			योग	0.1214

[फा. सं. एल-14014/5/2005-जी. पी.]
एस. बी. मण्डल, अवर सचिव

New Delhi, the 31st January, 2007

S.O. 284.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through Mandapeta GCS to GVK Industries pipeline project in the State of Andhra Pradesh, a pipeline should be laid by the GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Shri B. Hema Sundara Venkata Rao, Competent Authority, GAIL (India) Limited, K.G. Basin Project, Jetty Avenue, Danavaipeta, Rajahmundry-533103 (Andhra Pradesh).

SCHEDULE

Distt.	Tehsil	Village	Survey No. / Sub Division No.	Area to be Acquired for R.O.U. (in Hectares)
1	2	3	4	5
East Godavari	Alamuru	Pedapalla	9/5 A Part	0.0162
			10/3 A Part	0.0445
			10/4 P Part	0.0607
			TOTAL	0.1214

[F. No. L-14014/5/2005-G.P.]
S. B. MANDAL, Under Secy.

नई दिल्ली, 1 फरवरी, 2007

का. आ. 285.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में, नीचे दी गई अनुसूची के स्तम्भ (1) में उल्लिखित व्यक्ति को, महाराष्ट्र राज्य में, उक्त अनुसूची के स्तम्भ (2) में उल्लिखित क्षेत्र की बाबत इस राज्य में अवस्थित विभिन्न उपभोक्ताओं को पेट्रोलियम पदार्थ वितरण के लिए मैसर्स गेल (इण्डिया) लिमिटेड द्वारा पाइपलाइनों बिछाने के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत करती है।

अनुसूची

व्यक्ति का नाम और पता

अधिकारिता का क्षेत्र

(1)

(2)

श्री वी.बी. मोरे,
उपजिलाधिकारी,
मैसर्स गेल (इण्डिया) लिमिटेड में प्रतिनियुक्ति पर
द्वितीय तल, एम.टी.एन.एल. दूरभाष केन्द्र भवन,
सी.बी.डी. बेलापुर रेलवे स्टेशन के सामने,
सेक्टर-11, नवी मुम्बई - 400614 (महाराष्ट्र)

सम्पूर्ण महाराष्ट्र राज्य

[का. सं. एल-14014/21/2005-जी. पी. (भाग-1)]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 1st February, 2007

S. O. 285.— In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorizes the person mentioned in column (1) of the Schedule below to perform the functions of the Competent Authority under the said Act for laying of the pipelines by M/s. GAIL (India) Limited in the State of Maharashtra for distribution of petroleum products to various consumers located in this State in respect of the areas mentioned in column (2) of the said Schedule.

Schedule

Name and Address of the person	Area of Jurisdiction
(1)	(2)
Shri V.B. More, Dy. Collector on deputation to M/s. GAIL (India) Limited, 2 nd Floor, MTNL Telephone Exchange Building, Opposite CBD Belapur Railway Station, Sector-11, Navi Mumbai – 400614 (Maharashtra)	Whole State of the Maharashtra

[F. No. L-14014/21/2005-G.P. (Part-I)]
S. B. MANDAL, Under Secy.

नई दिल्ली, 1 फरवरी, 2007

का. आ. 286.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 44 तारीख 06 जनवरी, 2006 द्वारा उस अधिसूचना से संलग्न अनुसूची में, मैसर्स रिलायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, पूर्ववत् मैसर्स गैस ट्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड जिसका तत्पश्चात् पुनःनामकरण मैसर्स रिलायन्स गैस पाइपलाइन्स लिमिटेड किया गया, की जामनगर - भोपाल और काकीनाडा - हैदराबाद - गोवा पाइपलाइन को आपस में जोड़ने के लिए मैसर्स रिलायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड को एक पाइपलाइन विछाने के प्रयोजन के लिए उक्त अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और, उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 28 अप्रैल, 2006 से 27 जून, 2006 तक उपलब्ध करा दी गई थी;

और पाइपलाइन विछाने के संबंध में जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अनुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि में पाइपलाइन विछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख में केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगों में मुक्त, मैसर्स रिलायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, में निहित होगा।

अनुसूची

तहसील : उमरगाम	जिला : वलसाड	राज्य : गुजरात		
		आर ओ यु अर्जित करने के लिये क्षेत्रफल		
गाँव का नाम	सर्वे नंबर / ब्लॉक नं	हेक्टेयर	एयर	चौ.मी.
1	2	3	4	5
1. झरोली	223	00	45	59
	198	00	02	50
	161	00	46	99
	154	00	04	93
	155	00	48	73
	168	00	46	79

	2	3	4	5
1. झरीली	199	00	60	31
	279/पि1	00	02	92
	197	00	13	12
	171	01	57	25
	170	00	00	25
	325/क	00	00	67
	160	00	33	43
	169	00	01	35
	152	00	03	45
	234	00	53	74

2. अच्छारी	75	00	13	28
	76	00	53	69
	31	00	72	53
	32	00	16	28
	33	00	59	29
	35	01	40	13

तहसील : पारडी	जिला : वलसाड	राज्य : गुजरात		
गाँव का नाम	सर्वे नंबर / ब्लॉक नं	आर ओ यु अर्जित करने के लिये क्षेत्रफल		
		हेक्टेयर	एयर	चौ.मी.
1	2	3	4	5

1. डुंगरा	112	00	23	68
	113	00	16	08
	114	00	23	82
	116	00	09	62
	129/18+19+20+21+22+24+ 25+30+31+32+33+34	00	21	63
	122	00	19	63
	121	00	39	82
	126	00	30	86
	149	00	71	35
	151	00	04	30
	154	00	09	24
	298	00	41	71
	307	00	19	31
	308	00	10	32
	416	00	24	74
2. करवड	441	00	25	68

1	2	3	4	5
3. पंडोर	251	00	45	92
	248	00	66	63
	191	00	07	76
	249	00	21	41
	251	00	05	16
	244	00	65	87
	225	00	04	22
	227	00	32	29
	228	00	03	73
	258	00	16	95
	215	00	15	88
	234	00	36	28
	214	00	16	75
	213	00	03	85
	212	00	14	94
	236	00	02	16
	206	00	31	26
	192	00	41	27
	193	00	00	15
4. अंबाच	445	00	10	32
	817	00	20	33
	818	00	14	73
	819	00	10	16
	841	00	02	12
	842	00	13	94
	844	00	24	02
5. डुमलाव	515	00	54	99
	517	00	08	35
	518	00	10	55
	519	00	19	68
	523	00	10	98
	524	00	01	19
	470	00	23	78

1	2	3	4	5
निरंतर डुमलाव	465	00	00	14
	466	00	04	56
	467	00	15	55
	468	00	22	44
	460	00	14	18
6. रोहीणा	104	00	06	32
7. सोनवाडा	507	00	17	87
	43	00	00	80
	121	00	09	52
8. परवासा	319/1/पि2	00	11	86
	319/1/पि1	00	03	29
	335	00	34	81

तहसील : वलसाड	जिला : वलसाड	राज्य : गुजरात		
गाँव का नाम	सर्वे नंबर / ब्लॉक नं	आर ओ यु अर्जित करने के लिये क्षेत्रफल		
		हेक्टेयर	एयर	चौ.मी.
1	2	3	4	5
1. गाडरीया	1290	00	03	12
	1284	00	23	41
	1285	00	16	24
	1280	00	15	63
	1277	00	13	69
	1279	00	24	35
	1093	00	13	42
	1094	00	43	94
	1097	00	21	04
	1101	00	40	48
	1102	00	05	99
	1073	00	13	87
	1068	00	17	26
	1067	00	04	33
	1066	00	00	35
	1062	00	24	07
	1040	00	00	34
	1069	00	18	05
	1039	00	00	26

1	2	3	4	5
1 गाडरीया (लिस्टेड...)	1038	00	05	00
	1037	00	15	77
	1036	00	58	53
	1025	00	06	12
	1016/अ	00	83	87
2. कांजनहरी	162	00	31	55
	146	00	02	21
	160	00	01	99
	147	00	22	03
	161	00	34	27
3. धनोरी	1337	00	24	03
	1340	00	37	53
	1341	00	00	29
	1338	00	34	16
	1339	00	02	65
4. वाघलधरा	128	00	16	37
	404	00	14	60
	390	00	13	04
	403	00	08	13
	391 और 404 के बीच	00	00	83
	402	00	06	51
	408	00	03	70
	407	00	08	91
	378	00	10	39
	428	00	23	23
	377	00	06	21
	376	00	07	42
	375	00	04	08
	762	00	11	45
	667	00	12	42

[फा. सं. एल-14014/34/2005-जी. पी.]
एस. बी. मण्डल, अवर सचिव

New Delhi, the 1st February, 2007

S. O. 286.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 44 dated 06th January, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas through an interconnection between Jamnagar - Bhopal and Kakinada - Hyderabad - Goa Pipelines by M/s Reliance Gas Transportation Infrastructure Limited; erstwhile M/s Gas Transportation And Infrastructure Company Limited, subsequently renamed as M/s Reliance Gas Pipelines Limited;

And, whereas copies of the said Gazette notification were made available to the public between 28th April, 2006 to 27th June, 2006;

And whereas, the objections received from the public to the laying of the Pipeline have been considered and disallowed by the Competent Authority;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of publication of the declaration, in M/s Reliance Gas Transportation Infrastructure Limited free from all encumbrances.

SCHEDULE

Tehsil : Umargam		District : Valsad		State : Gujarat	
Name of the Village	Survey No./Block No.	Area to be acquired for ROU			
		Hectare	Are	Sq.m	
1	2	3	4	5	
1. Zaroli	223	00	45	59	
	198	00	02	50	
	161	00	46	99	
	154	00	04	93	
	155	00	48	73	
	168	00	46	79	
	199	00	60	31	
	279/P1	00	02	92	
	197	00	13	12	
	171	01	57	25	
	170	00	00	25	
	325/C	00	00	67	
	160	00	33	43	
	169	00	01	35	
	152	00	03	45	
	234	00	53	74	
2. Achchhari	75	00	13	28	
	76	00	53	69	
	31	00	72	53	
	32	00	16	28	
	33	00	59	29	
	35	01	40	13	
Tehsil : Pardi		District : Valsad		State : Gujarat	
Name of the Village	Survey No./Block No.	Area to be acquired for ROU			
		Hectare	Are	Sq.m	
1	2	3	4	5	
1. Dungara	112	00	23	68	
	113	00	16	08	
	114	00	23	82	
	116	00	09	62	

1	2	3	4	5
Cont'd Dungara	129/18+19+20+21 +22+24+25+30+31 +32+33+34	00	21	63
	122	00	19	63
	121	00	39	82
	126	00	30	86
	149	00	71	35
	151	00	04	30
	154	00	09	24
	298	00	41	71
	307	00	19	31
	308	00	10	32
	416	00	24	74
2. Karvad	441	00	25	68
3. Pandor	251	00	45	92
	248	00	66	63
	191	00	07	76
	249	00	21	41
	251	00	05	16
	244	00	65	87
	225	00	04	22
	227	00	32	29
	228	00	03	73
	258	00	16	95
	215	00	15	88
	234	00	36	28
	214	00	16	75
	213	00	03	85
	212	00	14	94
	236	00	02	16
	206	00	31	26
	192	00	41	27
	193	00	00	15
4. Ambach	445	00	10	32
	817	00	20	33
	818	00	14	73

1	2	3	4	5
Cont'd Ambach	819	00	10	16
	841	00	02	12
	842	00	13	94
	844	00	24	02
5. Dumlav	515	00	54	99
	517	00	08	35
	518	00	10	55
	519	00	19	68
	523	00	10	98
	524	00	01	19
	470	00	23	78
	465	00	00	14
	466	00	04	56
	467	00	15	55
	468	00	22	44
	460	00	14	18
6. Rohina	104	00	06	32
7. Sonwada	507	00	17	87
	43	00	00	80
	121	00	09	52
8. Parwasa	319/1/P2	00	11	86
	319/1/P1	00	03	29
	335	00	34	81

Tehsil : Valsad	District : Valsad	State : Gujarat		
Name of the Village	Survey No./Block No.	Area to be acquired for ROU		
		Hectare	Are	Sq.m
1	2	3	4	5
1. Gadariya	1290	00	03	12
	1284	00	23	41
	1285	00	16	24
	1280	00	15	63
	1277	00	13	69
	1279	00	24	35
	1093	00	13	42
	1094	00	43	94
	1097	00	21	04

1	2	3	4	5
Cont'd Kanjanhari	1101	00	40	48
	1102	00	05	99
	1073	00	13	87
	1068	00	17	26
	1067	00	04	33
	1066	00	00	35
	1062	00	24	07
	1040	00	00	34
	1069	00	18	05
	1039	00	00	26
	1038	00	05	00
	1037	00	15	77
	1036	00	58	53
	1025	00	06	12
	1016/A	00	83	87
	162	00	31	55
	146	00	02	21
	160	00	01	99
	147	00	22	03
	161	00	34	27
3. Dhanori	1337	00	24	03
	1340	00	37	53
	1341	00	00	29
	1338	00	34	16
	1339	00	02	65
4. Vaghaldhara	128	00	16	37
	404	00	14	60
	390	00	13	04
	403	00	08	13
	Between 391 & 404	00	00	83
	402	00	06	51
	408	00	03	70
	407	00	08	91
	378	00	10	39
	428	00	23	23

1	2	3	4	5
Contd. Vaghalakura	377	00	06	21
	376	00	07	42
	375	00	04	08
	762	00	11	45
	667	00	12	42

[F. No. L-14014/34/2005-G.P.]
S. B. MANDAL, Under Secy.

नई दिल्ली, 2 फरवरी, 2007

का. आ. 287.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 42 तारीख 6 जनवरी 2006 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलायंस इंडस्ट्रीस लिमिटेड, के गोवा में उत्तरी/दक्षिणी अपतट में खोज ब्लॉकों और आन्ध्र प्रदेश में संरचनाओं से आन्ध्रप्रदेश राज्य में कृष्णा और खम्मम जिलों के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिये, एक रिलायंस समूह कम्पनी, मैसर्स रिलायंस गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, पूर्ववत् मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड जिसका तत्पश्चात् पुनर्नामकरण मैसर्स रिलायंस गैस पाइपलाइन्स लिमिटेड किया गया, द्वारा पाइपलाइन बिछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतिया जनता को तारीख 1 मार्च 2006 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में, जनता की ओर से प्राप्त आक्षेप पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिये उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगों से मुक्त, मैसर्स रिलायंस गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची				
गाँव का नाम	सर्वे सं. /सब डिविजन सं.	आर ओ यू अर्जित करने के लिए		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
मंडल : मधिरा	जि ला : खम्मम	राज्य : आन्ध्र प्रदेश		
1) चिडुडु	169	0	96	05
	187	0	91	20
	205	0	41	30
	206	0	41	65
	208	0	44	65
	219	0	82	40
	सर्वे नं 187/1 में	0	07	15
	219 और गाँव के तट के पास	0	50	05
मंडल : नंदिगामा	जि ला : कृष्णा	राज्य : आन्ध्र प्रदेश		
1) दामूलु	2/4	0	64	30
	19/1ए	0	23	05
	19/2ए	0	18	50
	19/3ए	0	25	50
	19/4बी1	0	23	35
	20/1	0	03	75
	20/2	0	04	20
	22/1ए	0	88	70
	22/2	0	25	75
	24/1ए	0	08	75
	24/1बी	0	12	10
	24/1सी	0	00	40
	24/2ए1	0	10	10
	24/2ए3	0	34	30
	26/1	0	43	05
	26/2	0	38	65
	37/1बी	0	09	75
	37/2ए	0	01	20
	37/3ए	0	27	70
	37/3बी	0	08	55
	37/4ए	0	32	35
	37/4बी	0	18	40

1	2	3	4	5
1) दामूलु (निरंतर)	38/4	0	20	05
	38/6	0	15	50
	38/7	0	31	65
	38/8	0	19	10
	38/9	0	21	80
	39/10	0	10	95
	39/5	0	19	40
	39/6	0	29	90
	39/8	0	27	15
	121/2	0	09	25
	135/2	0	37	75
	136/1ए	0	28	95
	136/1बी	0	00	65
	136/2ए1	0	21	50
	136/2बी1	0	07	85
	137/1ए	0	05	85
	137/1बी	0	19	10
	137/2बी	0	01	75
	137/3	0	36	75
	137/4	0	33	25
	138/2	0	42	90
2) तोरगुडिपाडु	3/1	0	20	85
	3/2	0	51	40
	18	0	49	85
	19	0	81	15
	20/2	0	01	65
	25	0	57	35
	26/1बी2	0	04	95
	26/1बी3	0	22	25
	28/1ए	0	35	90
	28/1बी	0	08	10
	28/2	0	40	00
	29/1	0	72	30
	29/2	0	01	55
	32/1	0	00	95
	32/2	0	18	25
	35/1ए	0	15	60
	35/2ए	0	15	85
	35/3ए	0	15	20

1	2	3	4	5
2) तोरगुडिपाडु (निरंतर)	35/4ए	0	19	25
	35/5	0	28	25
	37	0	04	90
	सर्वे नं 25 में	0	06	90
3)-रामारिडिडपल्लि	2/1	0	13	20
	2/3	0	30	60
	4/3	0	18	00
	5/6	0	05	15
	5/7	0	11	15
	6/2	0	06	00
	6/3	0	07	85
	7/2	0	06	50
	10/2	0	04	45
	11/2	0	06	90
	18/1	0	00	15
	18/2	0	32	05
	18/3	0	21	65
	18/4	0	02	00
	19	0	16	30
	72/3	0	34	60
	73/1	0	22	95
	73/2	0	04	35
	73/3	0	28	70
	74/3	0	38	00
	80	0	07	00
	81/4	0	03	45
	81/5	0	09	65
	81/6	0	10	45
	81/7	0	03	25
	81/8	0	13	10
	81/9	0	12	40
	82	0	06	80
	119/3	1	04	15
	119/4	0	01	50
	123	0	12	30
	179	0	12	00
	180/2	0	08	35
	180/4	0	06	70
	188/2	0	10	80

1	2	3	4	5
3) रायगिडिडपल्लि (निरंतर)	189/2	0	09	70
	192/2	0	09	40
	193/2	0	09	95
	194/2	0	10	15
	195/2	0	10	90
	195/3ए	0	03	20
	195/3बी	0	19	50
	196/4	0	10	40
	196/5	0	11	05
	198	0	21	90

[फा. सं. एल-14014/16/2003-जी. पी. (भाग)]

एस. बी. मण्डल, अवसर सचिव

New Delhi, the 2nd February, 2007

S.O. 287.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S. O. 42 dated the 6th January, 2006, issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas from the exploration blocks in the Northern / Southern offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited by a Reliance Group company, M/s Reliance Gas Transportation Infrastructure Limited erstwhile M/s Gas Transportation and Infrastructure Company Limited subsequently renamed as M/s Reliance Gas Pipelines Limited, to various consumers of Krishna and Khammam Districts in the State of Andhra Pradesh;

And whereas the copies of the said Gazette notification were made available to the public on 1st March, 2006:

And whereas the objection received from the public to the laying of the pipeline has been considered and disallowed by the Competent Authority:

And whereas the Competent Authority has, under sub-section (1) of section 6 of said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein.;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in M/s Reliance Gas Transportation Infrastructure Limited, free from the encumbrances.

Schedule				
Village	Survey No./Sub-Division No.	Area to be acquired for ROU		
		Hectare	Are	C-Are
1	2	3	4	5

Mandal : Madhira**District : Khammam****State : Andhra Pradesh**

1. Chilukuru	169	0	96	05
	187	0	91	20
	205	0	41	30
	206	0	41	65
	208	0	44	65
	219	0	82	40
	In Sy. No.187/1	0	07	15
	In Bet Svy No. 219 & Vg Boundry	0	50	05

Mandal : Nandigama**District : Krishna****State : Andhra Pradesh**

1. Damuluru	2/4	0	64	30
	19/1A	0	23	05
	19/2A	0	18	50
	19/3A	0	25	50
	19/4B1	0	23	35
	20/1	0	03	75
	20/2	0	04	20
	22/1A	0	88	70
	22/2	0	25	75
	24/1A	0	08	75
	24/1B	0	12	10
	24/1C	0	00	40
	24/2A1	0	10	10
	24/2A3	0	34	30
	26/1	0	43	05
	26/2	0	38	65
	37/1B	0	09	75
	37/2A	0	01	20
	37/3A	0	27	70
	37/3B	0	08	55
	37/4A	0	32	35
	37/4B	0	18	40

1	2	3	4	5
1. Damuluru (Contd.)	38/4	0	20	05
	38/6	0	15	50
	38/7	0	31	65
	38/8	0	19	10
	38/9	0	21	80
	39/10	0	10	95
	39/5	0	19	40
	39/6	0	29	90
	39/8	0	27	15
	121/2	0	09	25
	135/2	0	37	75
	136/1A	0	28	95
	136/1B	0	00	65
	136/2A1	0	21	50
	136/2B1	0	07	85
	137/1A	0	05	85
	137/1B	0	19	10
	137/2B	0	01	75
	137/3	0	36	75
	137/4	0	33	25
	138/2	0	42	90
2. Torragudipadu	3/1	0	20	85
	3/2	0	51	40
	18	0	49	85
	19	0	81	15
	20/2	0	01	65
	25	0	57	35
	26/1B2	0	04	95
	26/1B3	0	22	25
	28/1A	0	35	90
	28/1B	0	08	10
	28/2	0	40	00
	29/1	0	72	30
	29/2	0	01	55
	32/1	0	00	95

1	2	3	4	5
2. Torragudipadu (Contd.)	32/2	0	18	25
	35/1A	0	15	60
	35/2A	0	15	85
	35/3A	0	15	20
	35/4A	0	19	25
	*35/5	0	28	25
	37	0	04	90
	In Sy. No.25	0	06	90
3. Ramireddipalli	2/1	0	13	20
	2/3	0	30	60
	4/3	0	18	00
	5/6	0	05	15
	5/7	0	11	15
	6/2	0	06	00
	6/3	0	07	85
	7/2	0	06	50
	10/2	0	04	45
	11/2	0	06	90
	18/1	0	00	15
	18/2	0	32	05
	18/3	0	21	65
	18/4	0	02	00
	19	0	16	30
	72/3	0	34	60
	73/1	0	22	95
	73/2	0	04	35
	73/3	0	28	70
	74/3	0	38	00
	80	0	07	00
	81/4	0	03	45
	81/5	0	09	65
	81/6	0	10	45
	81/7	0	03	25
	81/8	0	13	10
	81/9	0	12	40

1	2	3	4	5
3. Ramireddipalli (Contd.)	82	0	06	80
	119/3	1	04	15
	119/4	0	01	50
	123	0	12	30
	179	0	12	00
	180/2	0	08	35
	180/4	0	06	70
	188/2	0	10	80
	189/2	0	09	70
	192/2	0	09	40
	193/2	0	09	95
	194/2	0	10	15
	195/2	0	10	90
	195/3A	0	03	20
	195/3B	0	19	50
	196/4	0	10	40
	196/5	0	11	05
	198	0	21	90

[F. No. L-14014/16/2003-G.P. (Part)]
S. B. MANDAL, Under Secy.

नई दिल्ली, 2 फरवरी, 2007

का. आ. 288.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 4646 तारीख 9 दिसंबर 2005 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलायंस इंडस्ट्रीस लिमिटेड, के गोवा में उत्तरी/ दक्षिणी अपतट में खोज ब्लॉकों और आन्ध्र प्रदेश में संरचनाओं से आन्ध्रप्रदेश राज्य में मेदक जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिये, एक रिलायंस समूह कम्पनी, मैसर्स रिलायंस गैस ट्रान्सपोर्टेशन इंफ्रास्ट्रक्चर लिमिटेड, पूर्ववत् मैसर्स गैस ट्रान्सपोर्टेशन एंड इंफ्रास्ट्रक्चर कम्पनी लिमिटेड जिसका तत्पश्चात् पुनःनामकरण मैसर्स रिलायंस गैस पाइपलाइन्स लिमिटेड किया गया, द्वारा पाइपलाइन विछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 1 फरवरी 2006 को उपलब्ध करा दी गई थी;

और पाइपलाइन विछाने के संबंध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केंद्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केंद्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन विछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिये उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की वजाए, सभी विलिंगों से मुक्त, मैसर्स रिलायंस गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची					
गाँव का नाम	सर्वे नंबर	सब-डिविजन नंबर	आर ओ यू अर्जित करने के लिए क्षेत्रफल		
			हेक्टेयर	एकर	सि एकर
1	2	3	4	5	6
मंडल : जिनारम		जिला : मेदक	राज्य : आन्ध्र प्रदेश		
1) अलीनगर	70	-	0	00	35
	71	-	0	04	60
	79	-	2	64	20
2) गडिपोतारम	57	-	0	10	15
	58	-	0	87	80
	59	-	0	53	40
	60	-	0	71	45
	70	-	0	30	80
	71	-	0	10	00
	72	-	0	00	50
	78	-	0	20	35
	79	-	0	22	40
	सर्वे सं 70 और 72 के बीच में		0	08	50
3) चेदलापोतारम	79	-	0	14	15
	80	-	0	20	70
	83	-	0	00	10
	84	-	0	21	45
	85	-	0	00	45
4) किष्टायपल्लि	156	-	0	50	60
	157	-	0	70	30
	158	-	0	60	00
मंडल : संगारेड्डी		जिला : मेदक	राज्य : आन्ध्र प्रदेश		
1) कोल्लापूर	35	-	0	35	00
	44	-	0	14	45
	45	-	0	17	20
	46	-	0	14	60
	63	-	0	00	55
	64	-	0	04	05
	65	-	0	02	60

1	2	3	4	5	6
1) कौत्लापुर (जारी...)	76	-	0	03	25
	77	-	0	00	60
	78	-	0	00	95
	79	-	0	08	35
	80	-	0	12	75
	सर्वे नं 35 में	-	0	03	75
मंडल : कोण्डापुर	जिला : मैदक			राज्य : आन्ध्र प्रदेश	
1) मल्कापुर	9	-	0	26	30
	10	-	0	01	75
	107	-	0	64	05
	108	-	0	83	00
	112	-	0	25	50
	113	-	1	14	35
	114	1	0	41	10
	126	1	0	05	10
	127	-	0	61	30
	131	1	0	37	50
	131	2	0	06	20
	132	-	0	19	10
	139	-	0	39	50
	524	-	0	02	95
	525	-	0	19	65
	526	-	0	22	90
	527	-	0	34	10
	542	-	0	26	85
	544	-	0	25	80
	609	-	0	44	00
	610	-	0	10	65
	सर्वे सं 9 और 540 के बीच में	-	0	11	05
	सर्वे सं 132 और 524 के बीच में	-	0	04	75
	सर्वे सं 526 और 527 के बीच में	-	0	04	00
	सर्वे नं 114/1 में	-	0	04	55
	सर्वे नं 131/1 और 127/3 में	-	0	03	85

[फा. सं. एल-14014/32/2005-जी. पी. (भाग)]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 2nd February, 2007

S.O. 288.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S. O. 4646 dated 9th December, 2005, issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas from the exploration blocks in the Northern / Southern offshore of Goa and

structures in Andhra Pradesh of M/s Reliance Industries Limited by a Reliance Group company, M/s Reliance Gas Transportation Infrastructure Limited, erstwhile M/s Gas Transportation and Infrastructure Company Limited, subsequently renamed as M/s Reliance Gas Pipelines Limited, to various consumers of District Medak in the State of Andhra Pradesh ;

And whereas the copies of the said Gazette notification were made available to the public on 1st February, 2006;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas the Competent Authority has, under sub -section (1) of section 6 of said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein. ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in M/s Reliance Gas Transportation Infrastructure Limited, free from the encumbrances.

Schedule					
Village	Survey No.	Sub-Division No.	Area to be acquired for ROU		
			Hectare	Are	C-Are
1	2	3	4	5	6
Mandal : Jinnaram		District : Medak	State : Andhra Pradesh		
1. Allinagar	70	-	0	00	35
	71	-	0	04	60
	79	-	2	64	20
2. Gadipotharam	57	-	0	10	15
	58	-	0	87	80
	59	-	0	53	40
	60	-	0	71	45
	70	-	0	30	80
	71	-	0	10	00
	72	-	0	00	50
	78	-	0	20	35
	79	-	0	22	40
In Bet Sy.No. 70& 72		-	0	08	50
3. Chetlapotharam	79	-	0	14	15
	80	-	0	20	70
	83	-	0	00	10
	84	-	0	21	45
	85	-	0	00	45

1	2	3	4	5	6
4. Kistalpalli	156	-	0	50	60
	157	-	0	70	30
	158	-	0	60	00
Mandal : Sangareddy	District : Medak			State : Andhra Pradesh	
1. Kothlapur	35	-	0	35	00
	44	-	0	14	45
	45	-	0	17	20
	46	-	0	14	60
	63	-	0	00	55
	64	-	0	04	05
	65	-	0	02	60
	76	-	0	03	25
	77	-	0	00	60
	78	-	0	00	95
	79	-	0	08	35
	80	-	0	12	75
	In SY. No.35	-	0	03	75
Mandal : Kondapur	District : Medak			State : Andhra Pradesh	
1. Malkapur	9	-	0	26	30
	10	-	0	01	75
	107	-	0	64	05
	108	-	0	83	00
	112	-	0	25	50
	113	-	1	14	35
	114	1	0	41	10
	126	1	0	05	10
	127	-	0	61	30
	131	1	0	37	50
	131	2	0	06	20
	132	-	0	19	10
	139	-	0	39	50
	524	-	0	02	95
	525	-	0	19	65
	526	-	0	22	90
	527	-	0	34	10
	542	-	0	26	85
	544	-	0	25	80
	609	-	0	44	00
	610	-	0	10	65
	In Bet Sy No.9&540	-	0	11	05
	In Bet Sy. No.132& 524	-	0	04	75
	In Bet Sy. No.526&527	-	0	04	00
	In Sy. No.114/1	-	0	04	55
	In Sy. No.131/1&127/3	-	0	03	85

[F.No. L-14014/32/2005-G.P. (Part)]

S. B. MANDAL, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 8 जनवरी, 2007

का.आ. 289.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक आफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 83/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-01-2007 को प्राप्त हुआ था।

[सं. एल-12012/131/2001-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 8th January, 2007

S.O. 289.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 83/2001) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. II, as shown in the Annexure in the Industrial Dispute between the management of Union Bank of India and their workmen, received by the Central Government on 08-01-2007.

[No. L-12012/131/2001-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

I.D. No. 83/2001

PRESENT : Presiding Officer : R. N. Rai

Sh. Praveen Kr. Bhardwaj - 1st Party

Sh. Pawan Bahl - 2nd Party

In The matter of :

Shri Rishi Pal,

S/o Shri Rimal Singh,

Village: Salarpur, Post : Rajpura,

Meerut (UP) - 250 001

Versus

The General Manager (IR),

Union Bank of India,

23, Vidhan Bhawan Marg,

Mumbai - 400021

AWARD

The Ministry of Labour by its letter No. L-12012/131/2001-IR (B-II) Central Government dt. 26-10-2001 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the action of the Union Bank of India management in terminating the services of Shri Rishi Pal, S/o Shri Rimal Singh w.e.f. 01-03-2000 is legal and justified ? If not, for what relief he is entitled to?”

The workman has filed claim statement. In his claim statement it has been stated that the workman was engaged on the post of Peon/Sweeper in Rajpura Branch of the respondents and he was directed to work by the employer.

The workman was also asked after his joining to file Employment Registration Card and Ration Card. He has filed the same and he was engaged initially from January, 1996.

That the respondents used to pay a sum of Rs. 600 by way of his wages and this amount was paid up to 31-12-1996 and thereafter from 01-01-1997 to 31-12-1997. The claimant was paid @ Rs.1200 per month and thereafter for the remaining period he was paid @ Rs.1360 per month.

That the workman worked regularly from 01-06-1996 to 29-02-2000 and got his wages. That on 01-03-2000 the Branch Manager of Rajpura illegally and arbitrarily refused to give work to the workman and his services were terminated illegally and he was not paid retrenchment compensation and one month pay in lieu of notice in view of Section 25 F of the ID Act, 1947. His services were terminated illegally against the provision of ID Act, 1947. He has not been paid any retrenchment compensation. His services have been terminated in violation of Section 25 H of the ID Act, 1947.

That the workman was engaged on the work of regular nature. The work is still existing and the management has appointed Shri Umesh S/o Shri Laxmi Chand at his place.

That Shri Umesh is quite junior to the workman and he was engaged on daily wages basis and thereafter his services were made permanent.

That the respondents have violated Section 25 F, G and H in making permanent a junior daily rated workman and terminating the services of the workman.

That the respondents have committed unfair labour practice. The post is in existence for a long time but daily rated workers and temporary employees have been engaged against vacant posts. The respondents have appointed temporary and casuals again and again and thus have committed an offence u/s 25 F of the ID Act, 1947.

That no charge sheet was served to the workman and no inquiry has been held prior to termination of the workman.

That the respondents have violated Articles 14, 16 and 19 of the Constitution.

That the termination of services of the workman is absolutely illegal, baseless, arbitrary and against the principles of natural justice.

The management has filed written statement. In the written statement it is stated that Shri Rishi Pal is not a workman as per definition in sub-clause(s) of Section 2 of the ID Act, 1947, hereinafter referred to as the Act for the sake of brevity. There is no relationship of master and servant between the bank and the workman. It is further submitted that nor he is an employee of the bank.

In the Banking Industry as a whole a procedure has been envisaged to recruit the members of sub-staff including part time sweepers. Based on the identified vacancies individual bank has to indent the vacancies to the local employment exchange *inter alia* stating the age

limits, qualifications and category etc. The sponsored candidates are then interviewed by the committee constituted by the bank. Thereafter the candidates are empanelled and absorbed in the regular vacancies from the empanelled panel only. This procedure has to be strictly followed for making appointments in sub-staff cadre.

Nothing such would have been undergone regarding the alleged appointment of Shri Rishi Pal. Therefore, the question does not arise of his appointment in the sub-staff cadre of the bank.

That the bank being a statutory body and a modern employer and also under the obligation of various awards and BPSs are supposed to issue appointment and termination order respectively and in the case of Shri Rishi Pal there is nothing as such hence his claim is frivolous and false. It is submitted that claimant Rishi Pal was not even an employee of the bank and therefore no appointment letter was ever issued to him nor he was governed by any service conditions of the bank and nor he is a muster roll employee.

That Shri Rishi Pal was never appointed/employed as Peon in the services of the Bank. Union Bank of India being Government of India Undertaking cannot go for recruitment without following prescribed and laid down procedure/norms. There are prescribed authorities who only can make recruitment/appointment in the bank. Branch Manager of any branch is neither competent authority nor authorized to make recruitment/employment in the bank of any person in any cadre at the Branch level. As such no appointment of Shri Rishi Pal was made in any manner, in any cadre at any stage by the Branch/Bank.

The management submits that the workman has falsely alleged that he was working as Peon-cum-Sweeper at Rajpura Branch of the Bank in District Meerut. Management submits that even the highest court of the land has held that mere engagement of casual labour for casual work does not confer any right on such person for permanent absorption/regularization/appointment in the services of the bank in any cadre in any manner whatsoever. It is relevant to point out here that there is no post of Peon/Sweeper in the Bank and claimant has claimed that he was working as Peon-cum-Sweeper. This also shows that he was not an employee of the management.

It is denied that the claimant was appointed as Sweeper/Peon since 01-06-1996 at Rajpura Branch, Meerut. It is, further, submitted that the claimant was never appointed as Peon/Sweeper in the Branch nor any appointment letter was issued nor was he employed as Peon/Sweeper at the Branch at any stage. It is further denied that he was directed to work as Peon/Sweeper as falsely alleged. It is further denied that any permanent Employment Exchange Card or Ration Card was taken by the management or by Branch Manager. It is, further denied that the workman is working since 1-6-1996 with the management till the alleged time of termination.

It is specifically denied that the workman was paid any salary of Rs. 600 per month up to 31-12-1996 and between 1-1-1997 to 31-12-1997 he was paid salary at the

rate of Rs.1200 and thereafter till the date of alleged termination he was paid salary at the rate of Rs.1360

It is submitted that in fact the workman was only engaged temporarily for sweeping work only on daily wages basis and he was paid for the casual work done by him.

It is specifically denied that during 1-6-1996 to 29-2-2000 the workman has worked continuously. It also wrong to say that on 1-3-2000 the services of the claimant were orally terminated. The fact remains that neither claimant was ever appointed/employed by the bank nor there ever existed relationship of master and servant between bank and the claimant. There is no question of invocation of provisions of ID Act, 1947 or treating this case as the case of retrenchment in any manner whatsoever. Since there was no relationship between the employer and employee as such there is no question of issuing show cause memo or charge sheet to the applicant.

It is further submitted that it is wrong on the part of the claimant that his services were found to be satisfactory by the bank and he never gave any cause of complaint to the bank, on account of reason that he was never appointed in the services of the bank nor he was engaged. As such there is no question of commenting on his performance in the bank. It is submitted that the management has not violated any of the provision of ID Act, 1947. It is further submitted that there is no violation of Section 25 (g) of the ID Act, 1947.

It is submitted that since the workman was never employed nor his services were ever terminated, thus, there was no requirement to comply with any of the provision of the Industrial Disputes Act particularly Section 25 (n) of the ID Act. Nor there was any requirement to pay retrenchment compensation since there was no relationship of master and servant. The judgment of Hon'ble Supreme Court in the matter between Himanhu Kumar Vidyarthi and others Vs. State of Bihar and other (SLPC 7957/1196 dated 26-03-1997), has made it very clear that disengagement from the services of temporary employee on daily wages cannot be construed as retrenchment under Section 25 F of the ID Act, 1947. Not only this, it has also been held by the Hon'ble Supreme Court that when appointments are regularized by the statutory rules the concept of industry to that extent stands excluded. It is further clarified that every department of the Government cannot be treated as industry. The concept of retrenchment, therefore, cannot be stretched to cover these employees.

In another landmark case, Municipal Corporation of Bilaspur and other Vs. Veer Singh and others (CA No.104/95), Hon'ble Supreme Court has laid down, while setting aside the order of High Court directing regularization of the services of casual labour, on the grounds that since the initial appointment is irregular their regularization was contrary to the administrative instructions.

It is submitted that Shri Umesh Kumar was appointed as Part Time Sweeper at Madhopur Branch on 14-02-1998. His appointment in the bank's service have been made

after following proper procedure of sponsoring of his name by Employment Exchange, conducting interview etc. Subsequently at his request he was transferred to Rajpura Branch where he reported on 30-12-1999 as part-time sweeper on 1/3 scale wages. A part time sweeper on 1/3 scale wage is required to work for not more than 13 hours in a week for cleaning/sweeping.

It is denied that the workman was asked to work against vacant post as falsely alleged. As already explained the workman was only engaged as temporarily to only sweep in the branch and he was paid at fixed rate as per the number of days, since there was no person to clean the floor, workman was engaged.

It is denied that the workman was paid salary in the register in Salary Register since the claimant Shri Rishi Pal was never an employee of the management nor he was workman under the I.D. Act nor he was ever issued any appointment letter, nor he was a muster roll employee and as such he was never paid any wages/salary in the salary register in which other employee of the bank are paid salary. The claimant is not a workman nor he was ever employed as Peon/Sweeper nor there is any post of Peon/Sweeper. If he was employed by the bank as alleged he would have demanded appointment letter etc. earlier but he never demanded the same nor he ever demanded any such letter. Thus, it is clear that the workman was never employed in the bank as alleged.

It is submitted that there is no such violation as alleged by the workman. It is submitted that the workman was never appointed and thus there was no question of his termination. Since, there is no appointment nor termination as alleged, thus, there is no illegality, baselessness and there is no violation of principles of natural justice.

It is submitted that the management has already explained above that there is a set procedure for employment and only certain agencies have been given duty to employ and none of the Branch Manager has any power to employ or give appointment. In the bank whenever any person is appointed he is given a letter of appointment and he has to be paid at least minimum salary as per settlement/awards/rules binding on them. If Shri Rishi Pal had been employed he would have been issued appointment letter by the management. Since there is no appointment nor there was any termination as alleged then there is no question of any violation of provisions of I.D. Act, 1947 as alleged and thus, the reference is bad since there is no relationship of master and servant. Hence, the statement of claim is liable to be rejected and reference be answered in favour of management.

The workman applicant has filed rejoinder. In the rejoinder the applicant has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been heard.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that initially he was paid Rs. 600 monthly and thereafter Rs. 1200 and for the last period of his service he was paid Rs. 1360. It was submitted that the workman has filed vouchers regarding payment of his salary. It is the duty of the workman to prove by cogent documentary evidence that he has been paid Rs. 600 per month up to 31-12-1996 and Rs. 1200 per month up to 01-01-1997 to 31-12-1997 and Rs. 1360 from 01-01-1998 to 29-02-2000. The workman applicant has not filed any scrape of paper to prove that he has received either Rs. 600 or Rs. 1200 or Rs. 1360 by vouchers. He has filed only affidavit.

In his cross examination the workman has admitted that he did have any document which could show that he was getting salary of Rs. 600, Rs. 1200 and Rs. 1360 per month. He has further stated that he was paid salary as shown in the vouchers and he has already filed copy of the same.

I have perused the entire record. There is no even a single voucher of Rs. 600, Rs. 1200 and Rs. 1360. It was submitted from the side of the management that the entire claim and affidavit of the workman is concocted and based on frivolous story. The workman was engaged as part time for sweeping and cleaning the branch @ Rs. 20 per day for 18 days and thereafter he has been engaged on Rs. 50 per day for 01-12-1996 to 31-12-1996 and for 15 days in August, 1998 from 12-08-1998 to 31-08-1998 and for 24 days in January, 1999 from 01-01-1999 to 31-01-2000. The workman applicant has performed 152 days work from 14-06-1996 to 31-01-1999.

The management has filed chart. The workman has filed documents. These documents show that the workman has worked only for 21 days on per day rate Rs. 20 and Rs. 30 on different dates. The workman has not filed any document regarding payment of wages made to him. The vouchers show that he worked on 21 occasions and he has been separately paid @ Rs. 20 and Rs. 30. Documents filed by the workman only establish that the workman has worked for 21 days and that too on daily rated basis and in different months and on different dates. So it cannot be said that the workman has worked regularly even for 2 to 3 months.

It was submitted from the side of the management that there is no post of Peon/Sweeper in the branch for sweeping and cleaning the branch. Rs. 20 per day was paid and different sweepers were engaged on the basis of availability.

The workman Shri Umesh Kumar was appointed as part time sweeper at Madhopur Branch on 14-02-1998 and his appointment in the bank has been made after following proper procedure of his sponsoring of his name by Employment Exchange, conducting interview etc. and subsequently at his request he was transferred to Rajpura Branch where he reported on 30-12-1999 as part-time sweeper on 1/3 scale wages. A part-time sweeper on 1/3 scale is required to work for not more than 13 hrs. in a week of cleaning and sweeping. This workman was not even engaged temporarily. He was engaged occasionally to clean the floor @ Rs. 20 for some days and thereafter

@ Rs. 30 for some days. He has worked for 152 days during his entire tenure. There is no violation of any provision of I.D. Act, 1947 and the respondents have not committed any unfair labour practice.

It was the duty of the workman to establish by cogent documentary evidence that he has worked continuously for the period alleged by him. He has not filed any documentary proof. The workman has filed only his affidavit and he has asserted that he has worked continuously on the wages mentioned above. Mere assertion in the affidavit cannot take the place of cogent evidence. Any person would come and he can say that he has worked for 10 years in his affidavit. This has become a tendency to file false affidavits. The workman in the instant case has filed false affidavit against the admitted record. He has filed vouchers of payment of one day wages and not consolidated wages of even one month. So there can be no question of even presuming that the workman has worked as monthly or daily rated worker.

It appears that whenever he was available he was asked to sweep and clean the floor and he was paid Rs. 20. He got copy of some vouchers of payment of Rs. 20 for a particular day and he collected almost 20 vouchers of payment of Rs. 20 and Rs. 30 per day in different months and he has made up a case of continuous service from 1996 to 2000.

The claim statement is absolutely false and the workman has filed frivolous affidavit in support of his claim statement. He has miserably failed to prove that he was engaged continuously and he has worked continuously even for a month. He is not entitled to get any relief.

The reference is replied thus :—

The action of the Union Bank of India management in terminating the services of Shri Rishi Pal, S/o Shri Rimal Singh w.e.f. 01-03-2000 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date: 02-01-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 8 जनवरी, 2007

का.आ. 290.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 146/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-01-2007 को प्राप्त हुआ था।

[सं. एल-12011/77/2002-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 8th January, 2007

S.O. 290.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 146/2003) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. 2, as shown in the Annexure in the Industrial Dispute between the management of

Canara Bank and their workmen, received by the Central Government on 08-01-2007.

[No. L-12011/77/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

PRESENT: PRESIDING OFFICER: R.N. RAI

I.D. No. 146/2003

Sh. H. K. Chaturvedi

....1st Party

Sh. V. Deva Shekar

....2nd Party

In the Matter of:

Shri Prabhat Kishore,
S/o Late Shri Amar Singh,
R/o WZ - 470, Basaidara Pur,
New Delhi -110 015.

Versus

The Deputy General Manager,
Management of Canara Bank,
Circle Office, 9th Floor, Ansal Tower,
Nehru Place, New Delhi -110 065.

AWARD

The Ministry of Labour by its letter No. L-12011/77/2002 - IR (B-II) Central Government dated 30-10-2003 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Canara Bank in treating Shri Prabhat Kishore to have voluntarily retired from the services of the bank by invoking Clause 17 of the Bipartite Settlement is legal and justified? If not, what relief the workman concerned is entitled to?”

The workman applicant has filed statement of claim. In the statement of claim it has been stated that the workman was working with the management since last several years, even since before the merger of M/s. Laxmi Commercial Bank, with the present management because earlier to merger, he joined his services in the year 1976 with the Laxmi Commercial Bank.

That the claimant/workman was illegally and unjustifiably and forcibly retired from the services of the management with effect from 07-04-1994 without giving him any opportunity of being heard and without following the principles of natural justice. It is pertinent to mention here that the workman had not received any charge sheet, Memo, or any notice including show cause notices proposing the said punishment of forceful retirement, which was never accepted by the workman. The workman had completed 18 years long service with the management and he cannot be punished in the way of victimization or by way of adopting unfair labour practice against the poor workman.

That the claimant workman worked very hard and sincerely with the management during the tenure of his services and without leaving any complaint behind him.

The workman joined his services in the year 1976 as a Clerk and he was forcibly thrown out by the management when he was also working as Clerk.

That the services of the workman have been terminated by the management under the garb of voluntarily retirement which was forcibly, illegally and without following the principles of natural justice. And also amount retrenchment from the services without complying the mandatory provisions of the ID Act, 1947, which are applicable with the management being an Industry as per the Hon'ble Seven Judges bench Judgment of the Hon'ble Supreme Court of India in Bangalore Water supply case.

That the workman was not in a position to attend the bank, therefore, he applied for leaves at the relevant times. But during the period of his leaves, the management punished the workman for no offence, no charge of misconduct, no show cause notice proposing such punishment and without complying with the provisions of principles of natural justice, which violated the Articles 14, 16 and 21 of the Constitution of India, therefore, the final action of the management is *malafide*, illegal, unjustified and not in good faith, but in the colourable exercise of powers and right of the management and for the patently false reasons and even against them to domestic inquiry had been conducted against the workman which amounts to unfair labour practice under the provisions of the ID Act, 1947.

That it is also worthwhile to mention here that the management even did not inform the workman with regard to final decision of the management but the workman was always assured by the management that the extra ordinary leaves have been granted to him and he need not to worry about his services, therefore, the workman was in impression that he is on leave.

That the claimant approached the said branch of the Tagore Garden where he was working for knowing the position of his remaining leaves. But he was not informed by the management properly. Then he requested that he does not want to extend his further leaves but he wants to join his services. Then he was informed that his services have been terminated.

That it is a great surprise and a heavy shock to him working that his services have been terminated even without informing him or without giving him opportunity of being heard before passing such a serious and final order against the claimant/workman throwing him out from his services which was the only source of income to survive himself and his family which affect the Articles 14, 16 and 21 of the Constitution of India wherefrom the workman has derived the fundamental rights which have been infringed even without due process of law which proves not only *ultra vires* of the order but also un-constitutional and illegality which has been adopted by the management against the workman to victimize him, therefore, such final order by which the workman has been thrown out from the job is patently illegal and unjustified.

Lastly the workman issued legal notice/demand notice dated 05-02-2001 addressing the grievances and

requesting the management with a humble demand of reinstatement in continuity of service and full back wages with all legal benefits.

That because the management is adamant not to take the workman back in his services nor giving him any relief, therefore, the workman is praying before this Hon'ble Tribunal.

The management has filed written statement. In the written statement it is stated that the case of the claimant is bad in facts and in law and hence the same is liable to be dismissed.

That the claim of the claimant for reinstatement in the service of bank in continuity of service with full back wages and with all consequential benefits has been filed with inordinate and unexplained delay and on this ground along the claim of the claimant is barred by law of limitation and hence is liable to be dismissed with penal costs.

That the procedure, adopted by the Bank in voluntarily retiring the claimant is in accordance with Clause 17 of the Vth BPS and there has been no violation of principles of natural justice. The claim of the claimant to reinstate him with continuity of service and full back wages is without any basis and the claimant has no cause of action against the Bank and hence the claim is liable to be dismissed with penal costs in favour of the management. That to appreciate fully the claim of the claimant, briefly the facts of the case are as follows: —

(a) That the claimant was working as Clerk at Respondent Bank's, Tagore Garden Branch, New Delhi. The claimant was in habit of remaining absent from duties in utter violation of leave rules of the Bank, without giving prior information to the Branch/ without submitting proper leave application. Disciplinary action was initiated against the claimant for remaining absent from duties unauthorisedly *vide* charge sheet No. DC/DAC/E-37/W2/93 dated 28-01-1993 for his unauthorized absence for the following periods which were treated as absence without leave:

1. 25-11-1991 to 28-12-1991 for 34 days.
2. 30-12-1991 to 15-01-1992 for 17 days.
3. 24-01-1992 to 03-02-1992 for 11 days.
4. 03-03-1992 to 03-04-1992 for 32 days.
5. 18-05-1992 to 06-07-1992 for 50 days.
6. 07-07-1992 to 04-11-1992 for 121 days.
7. 06-11-1992 to 14-01-1993 for 70 days.

That the claimant was imposed with the punishment of "Stoppage of one increment without cumulative effect" for the above misconduct *vide* proceedings dated 25-06-1993. That in spite of the same the claimant failed to improve upon himself and continued to remain absent from duties unauthorisedly in utter violation of leave rules of the Bank. That subsequently another charge sheet

No. DC/DAC/E-37/W-34/93 dated 11-10-1993 was issued for his unauthorized absence for the following periods :—

1. 15-01-1993 to 24-04-1993 for 100 days.
2. 13-06-1993 to 07-07-1993 for 25 days.
3. 19-07-1993 onwards continuously.

That in the meantime the claimant was sanctioned privilege leave from 08-07-1993 to 17-07-1993 to avail LFC. However, after the expiry of leave sanctioned the claimant failed to report for duties and from 19-07-1993 onwards, the claimant was remaining absent from duties unauthorisedly without any information/permission of the competent authority.

That as per Clause 17 of the Vth BPS “when an employee absents himself from work for a period of 90 days or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit for beyond the period of leave sanctioned originally subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of notice stating *inter-alia* the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence where available. Unless the employee reports for duties within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or a vocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank’s service on the expiry of the said notice.....”

That as the claimant had been remaining absent continuously for more than 90 days, the bank issued a notice *vide* letter No. DC/SSW/2898/94/CM dated 07-03-1994 in terms of Clause 17 of Vth BPS to the claimant informing him that if he fails to report back for duties within 30 days from the date of notice, the bank will be constrained to presume that he has no intention of joining the duties and as such the claimant would be deemed to have voluntarily retired from the services of the bank on expiry of notice. However, the claimant neither reported for duty nor submitted any reply within the stipulated time and thereafter in terms of clause 17 of the Vth BPS the claimant was deemed to have voluntarily retired from the services of the bank with effect from 07-04-1994 after office hours *vide* proceedings of the Dy. General Manager dated 22-04-1994.

That due to the voluntary cessation of service of the claimant the charge sheet dated 11-10-1993 was not proceeded with *vide* proceedings of the Dy. General Manager dated 29-04-1994.

That the procedure adopted by the Bank involuntarily retiring the claimant is in accordance with the provisions of Vth BPS and the claim of the claimant to reinstate him with continuity of service and full back wages is without

any basis. Moreover, the claimant has raised Industrial Dispute after a lapse of more than 7 years and on this ground alone the claim is liable to be rejected.

It is submitted that the claimant was issued with an earlier chargesheet dated 28-01-1993 for his unauthorized absence from duties for long durations which hampered the normal/smooth functioning of the branch and punishment was imposed upon him. In spite of the same, he failed to improve upon himself and continued to violate the leave rules by remaining absent from duties unauthorisedly without any information/sanction from the competent authority, his last such unauthorized absence was from 19-07-1993 (when his sanctioned PL from 08-07-1993 to 17-07-1993 to avail LFC was expired and he failed to report for duties on 19-07-1993) continuously thereafter. It is further submitted that the claimant was also issued with charge sheet dated 11-10-1993 for his unauthorized absence for frequent and long duration including the above period, however, due to voluntary cessation of the service of claimant as per clause 17 of the Vth BPS, the charge sheet was not proceeded with. It is also submitted that *vide* letter 07-03-1994 in terms of clause 17 of the Vth BPS the claimant was required to report back for duties within 30 days from the date of notice, failing which the bank will be constrained to presume that he has no intention of joining the duties and as such he would be deemed to have voluntarily retired from the service of the bank on expiry of the said notice. The claimant neither reported for duties nor submitted any reply within the stipulated time and hence he was deemed to have voluntarily retired from the service of the bank w.e.f. 07-04-1994 after office hours *vide* proceedings dated 22-04-1994. Apart from sending the above notice dated 07-03-1994 and proceedings dated 22-04-1994 to the claimant, the branch was also advised to display the same in the branch notice board. Hence contention of the claimant in this regard has no merit. It is hence denied that claimant was illegally and unjustifiably and forcibly retired from the services of the management with effect from 07-04-1994 without compliance of principles of natural justice. It is submitted that the voluntary retirement of services of the claimant was in accordance with law. It is denied that the claimant was punished in the way of victimization or by way of adopting unfair labour practice.

It is submitted that the claimant was deemed to have voluntarily retired from the services of the bank *vide* proceedings dated 22-04-1994 as he failed to report for duties within the stipulated time as per notice dated 07-03-1994. The above action of the management was as per clause 17 of the Vth BPS and no illegality/violation of principles of natural justice was committed by the bank. Also, there was no violation of provisions of ID Act as alleged.

It is submitted that the claimant was deemed to have voluntarily retired from the services of the bank as he failed to report for duties within the stipulated time as per notice dated 07-03-1994 issued to him under the Clause 17 of the Vth BPS. It is also submitted that there was no violation of principles of natural justice or provisions of constitution or any unfair labour practices as alleged. It is

further submitted that there was no need to conduct domestic inquiry as per the requirements of Clause 17 of Vth BPS. It is also false, wrong and incorrect that during the period of claimant's leaves, the management punished the workman for no offence, no charge of misconduct, no show cause notice proposing such punishment.

It is denied that the bank assured the workman that extraordinary leaves were granted to him and he should be put to strict proof of the same. It is further submitted that the proceedings dated 22-04-1994 treating the claimant as voluntarily retired from the services of the bank was sent to the claimant and the branch was also advised to display the same on the branch notice board. Hence the contents of the claimant in this regard has no merit.

It is denied that voluntary retirement of the claimant is violative of Article 14, 16 and 21 of the Constitution of India. It is denied that the claimant has been victimized. It is also further denied that the final order by which the claimant's service was voluntarily terminated was patently illegal and unjustified. It is submitted that there has been no violation of any provision of Constitution or due process of law and no illegality has been committed by the bank.

It is denied that the claimant is entitled to reinstatement of his services in continuity of service with full back wages and all consequential benefits. It is further submitted that the claim of the claimant is without any material basis and hence the same liable to be rejected with penal cost in favour of the respondent.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers of the record.

It was submitted from the side of the workman that he joined the services of the bank in the year 1976. Initially his employer was Laxmi Commercial Bank. It was subsequently merged in Canara bank and he has worked there sincerely and honestly.

It was further submitted that due to family dispute and other property matter he has applied for leave.

It was further submitted that the workman was voluntarily retired without any charge sheet and inquiry in violation of Article 14, 16 and 21 of the Constitution of India. The action of the management is malafide, illegal, unjustified and not in good faith. It is in colourable exercise of power. The workman has been removed on patently false grounds. The workman was not even informed regarding the final decision of the management. He was always assured that extra ordinary leave has been granted to him and he need not worry about his service.

It was further submitted that when the claimant approached the said Branch/Tagore Garden then he was informed that his services have been terminated. No notice either of any proceedings against him has been sent.

He has not been informed of the final order of voluntary cessation of his services. The workman has been victimized by the management. The workman applicant made several requests but all his requests went unheeded.

The procedure adopted by the bank in voluntary retiring the claimant is not in accordance with Clause Vth of BPS.

It was submitted from the side of the management that the workman has been habitual absconder. He proceeded on leave without giving any prior information to the branch and without submitting proper leave application. Disciplinary action was initiated against him and charge sheet was served on 28-01-1993 for his unauthorized absence. He was absent almost for 300 days in between 25-11-1991 to 14-01-1993. After conclusion of the inquiry punishment of stoppage of one increment without cumulative effect was imposed on the workman vide proceedings dated 25-06-1993 but the claimant still did not improve upon himself and he continued to remain absent continuously unauthorisedly in utter violation of leave rules of the bank. Another charge sheet dated 11-10-1993 for his unauthorized absence for 100 days in between 15-01-1993 to 24-04-1993 and 25 days from 13-06-1993 to 07-07-1993 but he was sanctioned earned leave for these days. After availing of the sanctioned privilege leave the workman failed to report for duties from 19-07-1993 onwards. The claimant was remaining absent from duty unauthorisedly without any information/permission of the competent authority. The workman has been unauthorisedly absent for almost 1½ in between 25-11-1991 to 07-07-1993. He kept on absenting himself from 1993.

It was submitted that the workman was sent notice under Clause 17 of Vth BPS. When he remained absent for a period of 90 days, there was no reply of notice within 30 days as stipulated in the notice. The bank issued a notice dated 7-03-1994 that if he fails to report back for duties within 30 days from the date of notice the bank will be constrained to presume that he has no intention of joining duties and he would be deemed to be voluntarily retired from service of the bank on the expiry of notice. The workman neither reported for duty nor submitted explanation. So he was voluntarily retired from 07-04-1994 after office hours vide proceedings of the Dy. General Manager dated 22-04-1994.

It was further submitted that the procedure adopted by the bank in voluntary retiring the workman is in accordance with the provisions of Vth BPS and the claim of the workman is to reinstate him with continuity of service and with full back wages is baseless. He has raised this Industrial Dispute after a lapse of more than 7 years and on this count alone his claim is liable to be rejected.

It was submitted from the side of the workman that he sent letters by registered post. The workman has filed photocopy of letter dated 19-08-1993 and 15-02-1994. In these letters it has been stated that he could not attend the office for 6 months. So he could be treated on leave without pay. In these 2 letters he has requested for 6 months leave without mentioning any reason for leave. No leave can be

claimed as a matter of right. It is the duty of the workman to disclose the reason for his leave but he has not mentioned any reason in these 2 letters and thereafter the workman has not sent any letter to the management besides legal demand notice. The legal demand notice has been sent to the management on 05-02-2001. In this way the workman absented himself unauthorisedly from 19-07-1993 to 05-02-2001. There was no correspondence between the workman and the management in between 19-07-1993 to 05-02-2001. Almost for over 7 years the workman did not enter into any correspondence with the bank and he did not inquire about the status of his leave applications and he has not received any salary for the aforesaid period of almost 7 years. It is not his case that he was so seriously ill that he could not report to the bank. It is admitted fact that he is residing in the neighbourhood of the premises of the bank but he did not take the trouble to go to the bank to inquire regarding the fate of his application sent for 6 months leave. The presumption arises that the workman was engaged somewhere else and he had no intention to join the services of the bank. In natural course it cannot be even imagined that an employee will remain absent for 7 years without any sanctioned leave. His previous conducts show that he has been an absconder and he has taken 1½ years leave in 3 years i.e. from 1991 to 1993. So it appears that the workman was not interested in his employment.

It was submitted from the side of the management that the workman has admitted in his cross examination that he was pre-occupied in the family dispute and property matters, so he did not report to the bank. This explanation is neither satisfactory nor plausible. The workman is residing in the neighbourhood of the premises of the bank and he remained silent for almost 7 years except of sending 2 letters for 6 months leave. The intention behind such silence is not to join the services of the bank and this raises valid presumption that the workman was engaged in some other work of profit and when some other business was not quite gainful, he thought of making representations to the bank after a period of 7 years. No Industry can function with the employees of such attitude. It was further submitted that Limitation Act is not applicable in ID cases.

It was further submitted that the notice issued to the workman were not on his correct address. His correct address was WZ 470 Basaidarapur, Delhi but notices have been sent to him on 70, Basaidarapur, Delhi. The management witnesses have deposed that notices have been pasted on the notice board and it was submitted that the workman is residing in the locality and he is familiar with the other employees of the bank he should have well known regarding the fate of his leave applications but he was predetermined not to accept the avocation in the bank and he was engaged in some other gainful activities. So he did not bother to inquire from the bank.

It was further submitted that he has not received salary for 7 years. So it is presumed that he was in the knowledge of the fact that his leave applications have been rejected even if he was not informed of the rejection of his leave application.

It was submitted from the side of the management that there is no explanation of delay. Not to speak of plausible or satisfactory explanation. There is no explanation at all what prevented the workman to approach this forum after a long time of 10 years. It is settled law that stale claim made after an inordinate and unexplained period could not be entertained.

My attention was drawn to 2005 (5) SCC page 91 paras 12 and 13. The Hon'ble Apex Court has held that long delay impedes the maintenance of the records. Belated claim should not be considered.

It has been held in (2001) 6 SCC 222 as under:

"Law does not prescribe any time limit for the appropriate government to exercise its powers under Section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service."

In the instant case reference has been made after a delay of long 8 years. Limitation Act is not applicable in ID cases but stale cases should not be considered. Delay in the instant case is inordinate and relief can be rejected on the ground of delay alone.

In the instant case the workman has absented himself unauthorisedly for two years in an interval of 3 years. The working of the management suffered setback due to unauthorized absence of the workman. Inquiry was held and his one increment was stopped. Another charge sheet has been served for his absence. So he is a habitual absconder.

It appears that he was not interested in the employment of the bank. So the bank was constrained to take some employee at the place of the present claimant and the bank was absolutely justified in doing so. An Industry cannot be made to suffer by reinstatement of an employee who has been unauthorisedly absent for about 7 years. The workman has not given any explanation of his delay. His explanation indicates that he was engaged in some sort of gainful business, so he avoided the duty of the bank.

1999- I - LLJ 1260 is not applicable in the facts and circumstances of the present case. The workman applicant is not entitled to get any relief as prayed for.

The reference is replied thus :

The action of the management of Canara Bank in treating Shri Prabhat Kishore to have voluntarily retired from the services of the bank by invoking Clause 17 of the Bipartite Settlement is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date: 02-01-2007.

R.N. RAI, Presiding Officer

नई दिल्ली, 8 जनवरी, 2007

AWARD

का.आ. 291.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (संदर्भ संख्या 62/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-1-2007 को प्राप्त हुआ था।

[सं. एल-12012/65/2002-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 8th January, 2007

S.O. 291.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 8-1-2007.

[No. L-12012/65/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE**

Dated : 15th December, 2006

PRESENT

Shri A.R. SIDDIQUI, Presiding Officer

C.R. No. 62/2002

I Party

Shri Riyazulla Baig,

S/o Late Mia Baig,

New Market Road,

Butcher 'C' Street Cross,

Shivajinagar, Bangalore-560051

II Party

The Zonal Manager,

Bank of India,

No.11, K.G. Road,

Bangalore-560009

APPEARANCES

1st Party

Shri S. B. Mukkannappa
Advocate

2nd Party

Shri P. S. Sawkar
Advocate

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No. L-12012/65/2002-IR(B-II) dated 30th November 2002 for adjudication on the following schedule :

Schedule

"Whether the management Bank of India is justified by dismissing Shri Riyazulla Baig, Sub staff from service w.e.f. 8-4-2000? If not, what relief is the concerned workman is entitled to?"

2. A charge sheet dated 29-6-1999 came to be issued to the first party by the Second party management in the following terms :—

Charge Sheet :

During the course of your duties as Staff subordinate at Bank's Bangalore service branch, during the period from 8-6-1991 to 26-3-99 the following acts of misconduct are alleged to have been committed by you :

Charge-1 :

On 9-2-1999, you came to Bangalore, Service Branch, early in the morning at about 8 AM along with Mrs. Yasmeen Fatima, Staff Clerk and you knowingly with dishonest intention broke the door by cutting the doors portion of lock and unauthorisedly opened branch premises and entered in the branch and thereby actively assisted Mrs. Yasmeen Fatima to commit a theft of 'B' Register of the branch.

You have thus in the aforesaid manner committed an act of gross misconduct in terms of Para 19.5(j) of first Bipartite Settlement dated 19-10-1966 which reads as under:

"Doing an act prejudicial to the interest of the Bank and involve the Bank into serious financial loss."

3. The first party by his reply denied the charges levelled against him in the said charge sheet and the management not being satisfied with the explanation offered by him, a Domestic Enquiry was conducted being participated by the first party with the help of his DR and on the conclusion of the enquiry proceedings, the enquiry officer submitted his findings holding the first party guilty of the charges as indicated in the charge sheet. The first party was supplied with the copy of the enquiry report and once again he submitted his reply to the enquiry report denying the charges and also challenged the veracity of the statement of management witness, MW1 found basis of proof of the charge levelled against him. He was then offered an opportunity of personal hearing and thereafter the proposed punishment of dismissal was confirmed and his appeal against the dismissal order also came to be rejected. The first party raised the dispute and that resulted into present reference proceedings.

4. Before this tribunal the first party filed his claim statement challenging the dismissal order passed against him as illegal and unjust, the enquiry proceedings conducted against him as opposed to the principles of natural justice and the findings of the enquiry officer as suffering from perversity on the ground that the statement of the said management witness was not worth credence and reliable and therefore, he requested this tribunal to pass an order setting aside the dismissal order passed against him and to reinstate him in service with all consequential benefits including the back wages and the continuity of service.

5. The management by its Counter Statement denied the various allegations made by the first party in his Claim Statement and among other things contended that on account of certain serious acts of misconducts committed by the first party, he was placed under suspension and the chargesheet dated 26-6-1999 (it ought to have been 29-6-1999) was issued against the first party and thereupon Domestic Enquiry was conducted against him giving all fair and sufficient opportunity to participate in the enquiry proceedings and infact the first party after having taken the assistance of DR participated in the enquiry proceedings and thereupon on the basis of the enquiry findings holding him guilty of the charges, he was dismissed from service. Therefore, the management contended that the proceedings of enquiry conducted against the first party were in accordance with the principles of natural justice, the findings of the enquiry officer holding him guilty of the charges were based upon sufficient and legal evidence and that the order of dismissal passed against the first party is just and legal keeping in view the fact that charges of misconduct were proved against him and that punishment of dismissal was proportionate to the gravity of the misconduct committed by the first party.

6. Keeping in view the respective contentions of the parties with regard to the validity and fairness of the enquiry proceedings, this tribunal on 12-10-2004 framed the following preliminary issue:

“Whether the Domestic Enquiry conducted against the first party by the Second Party is fair and proper?”

7. During the course of trial of the said issue, the management examined the enquiry officer as MW1 and got marked 15 documents at Ex.M1 to M15. When the matter was taken up finally for cross examination of MW1 on 22-05-2006, there was no representation from the first party and therefore, MW1 stood discharged and case came to be posted for evidence of first party on 20-6-2006, on which date again, there was no representation for the first party and therefore, evidence was taken closed and the matter was posted for arguments. On 18-7-2006, learned counsel for the first party once again remained absent and therefore, after hearing the learned counsel for the management on the said issue an order dated 4th August

2006 was passed recording a finding to the effect that the Domestic Enquiry conducted against the first party is fair and proper and the case came to be posted for hearing of the arguments on merits. Thereupon, case underwent several adjournments and on 16th November 2006 learned counsel for the management was heard on merits in the absence of learned counsel for the first party and the matter is now posted for award.

8. Learned counsel for the management supported the enquiry findings and submitted that there was sufficient and legal evidence in the statement of MW1 and the documents at Ex.MEX-1 to 3 to substantiate the charges of misconduct levelled against the first party.

He submitted that in the face of Domestic Enquiry being held as fair and proper, a heavy burden is cast upon the first party to substantiate before this tribunal that findings of the enquiry officer suffered from perversity and since the first party as well as his counsel have remained absent through out, it goes without saying that they are not challenging the enquiry findings and therefore, the dismissal order passed against the first party based on the aforesaid findings shall have to be maintained.

9. After having gone through the evidence, oral and documentary brought on record during the course of enquiry and the findings of the Enquiry Officer, I do not find substance in the arguments advanced for the management. Although the first party has remained absent and no arguments have been advanced on his behalf so as to point out as to how the findings of the enquiry officer suffered from perversity, this tribunal is duty bound to go through the findings of the enquiry officer and the evidence based on which those findings are given by the Enquiry Officer to find out as to whether they suffered or do not suffer from perversity. Learned Enquiry Officer after discussing the case of the management and the defence taken by the first party in his findings under the head “Analysis of evidence” gave reasonings holding the workman guilty of the charges as under:—

“The management’s case is entirely based on Mr. Poongan’s statement given before the bank’s official. Mr. Poongan’s statement is vital as far as Management is concerned. Mr. Poongan has confirmed the fact of entire episode which took place on that day. The vital evidence of the management representative are as under:

The statement given by Mr. Poongan is covering following:

(1) Around 8 A.M. Smt. Yasmeen Fatima working at service branch, came in Auto and went upstairs. She wore a pink colour Saree and a bag.

(2) After Mr. Riyazulla Baig, sub-staff working in service branch came on scooter and he also went upstairs.

(3) Then after 20 minutes, both of them came down hurriedly.

(4) Mrs. Yasmeen Fathima was carrying a bag and also one register.

(5) Both were in tense and seen restless and agitated.

(6) Both of them left on scooter.

(7) He did not suspect anything at that time. He thought that they would have come for clearing work.

(8) Around 6.30 P.M. in the evening I went to service branch at 2nd floor, on advise of service branch officials, who showed me that the lock portion of service branch entrance door was broken open.

The Management representative examined Mr. Poongan during the course of enquiry and he confirmed the entire fact. Mr. Poongan has also corroborated and confirmed the fact that during the course of his cross examination. The presenting Officer has narrated the evidence stating that there is all reason to believe that Mr. Riyazulla Baig had definitely assisted Mrs. Yasmeen Fathima by arriving in Service branch early at about 8 A.M. On that day, even though his timing was used to go with her for clearing work. Hence there is reason to believe that Mr. Riyazulla Baig had helped Mrs. Fatima. It is also fact that Mrs. Yasmeen Fathima being a lady can not break open the door and naturally she requires help or assistance from any staff, which she had preferred select Mr. Riyazullah Baig. Mrs. Yasmeen had definitely prepared a plan for removing 'B' register so that the fraud committed by her can not be easily detected by the bank."

10. Therefore, from the reading of the aforesaid reasonings, it can be gathered that Enquiry Officer acted upon the aforesaid statement of Mr. Poongan examined before him as MW 1 and the documents at Ex.MEX.1 to 3 and his conclusion was to the effect that the circumstantial evidence brought on record is sufficient enough to prove the guilt of the first party workman. On going through the statement of MW1, the aforesaid documents at Ex. MEX.1 to 3 and so also MEX-4 & 5 which have been relied upon by the first party, I am of the considered opinion that based on the aforesaid statement of MW1 and the documents at Ex.MEX-1 to 3, it was not safe and proper for the Enquiry Officer to jump to the conclusion that the first party was guilty of the charges of misconduct leveled against him. Statement of MW1 in the very words of the enquiry officer was a circumstantial evidence in the first instance and by going through the above said statement it can be seen that it was full of contradictions and inconsistent not inspiring any confidence in the mind of this tribunal. First of all, the very charge sheet leveled against the first party begins with the sentence that on 9-2-1999 at about 8 A.M. the first party along with Smt. Yasmeen Fathima, Staff Clerk came to the service branch of the management knowingly with dishonest intention and broke open the door cutting the doors portion of lock and thereby unauthorisedly opened branch premises and then assisted the said lady to commit theft of "B" register of the bank. On this aspect of the case

statement of MW1 in his examination chief goes contradictory to his statement in cross examination and so also goes against the very wordings of the charge-sheet and his alleged statement said to have been made by him on 5-3-1999 before the investigation officer. As could be read from the above said statement at Ex.MEX1, he narrated the incident by saying that at about 8 A.M. while he was on duty as Watchman said lady working at Service Branch came in an autorickshaw and went upstairs through the staircase. It is after about 10 minutes Mr. Riyazulla Baig (First party) working as a sub staff came on Scooter and he also went upstairs and then after 20 minutes both of them hurriedly came down through the stairs and at that time the lady carried a black colour clearing bag and also one register and her face appeared to be tensed. The first party also was seen restless and agitated and both of them left on his scooter.

11 Whereas, in his examination chief his version is that at about 8 A.M. above said lady came to the branch by auto and it is after sometime the first party came by Scooter and he also went upstairs and after about 15 minutes both of them came down. In his further examination chief he stated that said lady appeared to be tensed, but never stated anything about the first party being restless or agitated as stated by him in his aforesaid statement at Ex.MEX.1. As noted above, in the aforesaid statement, he has stated that the first party and the said lady got down from the upstairs within 20 minutes and whereas, in his examination chief he says that they got down within 15 minutes. As noted above, the first party came to the premises after about ten minutes of the arrival of the said lady and then went to upstairs then it can never be believed that he got down from the upstairs within 15 minutes or twenty minutes of the lady going to upstairs after having cut down the lock portion of the door and opening the premises unauthorisedly so as to commit theft of the "B" Register as alleged by the management. In fact in his cross examination MW1 once again gave self conflicting statement by saying that it is the first party who came down after 15 minutes and after another five minutes the lady also came down. Therefore, only on the basis of the aforesaid statement of MW1 that the first party accompanied the said lady to the upstairs and therefore, might have committed the misconduct alleged against him, though the above said statement suffered from serious contradictions, the Enquiry Officer was not justified in coming to the conclusion that this sort of the so-called circumstantial evidence was sufficient enough to hold the workman guilty of the charges of misconduct of cutting the door portion of the lock and then assisting the said lady in committing theft of 'B' Register from the service branch of the management bank. Moreover, the conduct of MW1 and the management bank with regard to the incident on hand would appear to be highly unnatural and improbable under the facts and circumstances of the case.

It is the case of the management as well as the statement of MW1 that the incident on hand took place at about 8 a.m. on 9-2-1999 and on the very evening of the said date, MW1 said to have stated about the fact that the first party and the said lady had come to the service branch of the bank. If the management bank had come to know about this fact from the mouth of MW1 on the very same date in the evening then a question arises as to what prevented the branch manager not to report this incident either to the police or to the higher authorities immediately. Undisputedly a police complaint was filed on 11-2-1999 vide Ex. MEXA and a correspondence dated 11-2-1999 vide Ex. MEX.5 was made by the Branch Manager to the Zonal Manager once again on 11-2-1999. As per the FIR at Ex. MEX-4 there is no complaint filed against the first party workman and the FIR was registered against some unknown culprits, that too, under Section 420 and 201 IPC and not to the effect that there was theft and there was any mischief committed by some unknown person much less the first party and the said Yasmin. In the correspondence at Ex. MEX-5 made on 11-2-1999 again the branch manager mentioned nothing about the involvement of the first party and about the fact of incident as narrated by MW1. Though in the aforesaid correspondence there is a mentioned that 'B' Register (two in numbers) have been missing from 9-2-1999 when the door lock of their office premises was found broken, there is no mentioning of the fact that for this theft of 'B' register they suspected the hand of the first party and the above said lady keeping in view the statement given by MW1 on the very date of the incident. Therefore, the fact of omission of the name of the first party in the FIR lodged on 11-2-1999 with the police or in the aforesaid correspondence made by the branch manager to the Zonal Manager, must lead to an inference that as on 11-2-1999 the management never suspected the first party committing the misconduct alleged against him. That means further to say that the statement of MW1 before the enquiry officer and before the Investigation Officer at Ex. MEX-1 that in the evening of said date he narrated the incident to the bank officers was again an after thought and improved version. It is further to be noted that the statement at EX. MEX.1 of MW1 was recorded by the Investigation Officer on 5-3-1999 i.e. after 26 days of the incident on hand. There was no explanation forthcoming before the enquiry officer as to what prevented the management first of all in delaying the complaint to the police for about a period of 2 days and then for the Investigation Officer not recording the statement of MW1 immediately or within a reasonable time from the date of the incident. The learned enquiry officer very conveniently ignored the aforesaid two documents at Ex. MEX.4 and 5 dated 11-2-1999 not mentioning the name of the first party at least as one of the suspects for the incident in question. He brushed aside those two documents on the flimsy ground that they have been produced by the management at the instance of the first party himself. Had he considered those two documents

then certainly it was not very difficult for him to appreciate the defence of the first party that he was not involved in the incident. As noted above, statement at Ex. MEX-1 was not to be acted by the enquiry officer without a pinch of salt which had been recorded on 5-3-1999 i.e. after a gap of about 26 days from the date of the incident. That apart, the story put forth by the management that the first party assisted the said lady in breaking upon the door portion of the lock and the lock put to the door itself is again inconsistent and unbelievable. In the evidence brought on record before the enquiry officer some times it is said that it is the door portion of the lock which was broken and somewhere it is said that it was the lock itself broken in opening the service branch premises of the bank.

12. As noted above, MW1 in his statement of examination chief has stated that when he was called by the bank officials in the evening of 9-2-1999 and was enquired about the incident, he was infact just shown the removal of the latch put to the door and there was nothing about the breaking upon the door portion of the lock. Therefore, keeping in view the facts and circumstances brought on record including the oral testimony of MW1 and the documents at Ex. MEX-1 to 5, I am of the considered view that the learned enquiry officer was not justified in acting upon the above said statement of MW1 and then coming to the conclusion that he must have committed the misconduct having gone to the service branch along with the said lady. He could not have acted upon the so called circumstantial evidence as undisputedly MW1 was not the eye witness to the incident nor as could be read from the facts narrated above, he had reported the incident to the bank official on the very date of the incident or earlier to 5-3-1999 when he gave statement to the Investigation Officer. The normal and natural conduct on the part of MW1 as a Watchman first of all should have been to suspect the movements of the first party and the said lady as soon as they came down from the upstairs particularly, when the lady held some 'register' in her hand which register she was not holding or carrying while entering the bank premises. When he says that the lady appeared to be tensed and the first party appeared to be restless and agitated while coming down from the upstairs, then it was expected of him to have suspected some foul play and the hand of the first party and the said lady for the incident in question. Then, again it was quite natural on his part to have told about this fact to the then branch manager and other officials of the bank when enquired by them about the said incident in the evening of the very same date. There being no action by the management against the first party and his name not being mentioned either in the aforesaid FIR or in the correspondence (Ex. MEX4 and 5) even, as on 11-2-1999 i.e. two days after the incident, it must be presumed that the story put forth by the management was lacking truth and creditability. The first party could not have been held guilty of the alleged misconduct only on the basis of

conjunctures and presumptions or just on suspicion that he might have committed the misconduct alleged as he happened to have gone upstairs followed by the said Lady. Moreover, the most important and competent person who could have spoken to this incident under the facts and circumstances of the case was the then Branch Manager but unfortunately, he was not produced during the course of enquiry. He would have been the right person to have said about the enquiry he made with MW1 on the evening of the very same date about the incident in question and the fact that as to whether the MW1 had told him about the first party and the said lady coming to the service branch on that day etc. The management failed to produce the said Branch Manager as a witness during the course of enquiry and the efforts made by the first party to get him as witness also failed as could be read from the enquiry findings. Therefore, the non examination of the said witness was the circumstance fatal to the case of the management and it was very much unsafe for the enquiry officer to have relied upon the statement of MW1 not being corroborated by the said witness. In the result I am of the opinion that the findings of the enquiry officer are not based upon sufficient and legal evidence and therefore, suffered from perversity. As the findings of the enquiry officer are held to be suffering from perversity, it goes without saying that the dismissal order passed against the first party based on those findings is illegal and *void abinitio*.

13. Now coming to the question of back wages and other reliefs. The first party as noted above, after having put into appearance through the counsel has remained absent before this tribunal all along. In the result no evidence either on the point of Domestic Enquiry Issue or on the point as to whether he has not been gainfully employed when was out of the service of the management adduced before this tribunal. Therefore, keeping in view the conduct of the first party in not prosecuting the proceedings on hand and coming forward before this tribunal to speak anything about his gainful employment or otherwise, it appears to me in the interest of justice not to grant any back wages to the first party from the date of impugned dismissal order till the date of his reinstatement. Hence the following award :

AWARD

The management is directed to reinstate the first party workman in service with continuity of service and other consequential benefits except the back wages from the date of impugned dismissal order till the date of his reinstatement. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 15th December, 2006)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 8 जनवरी, 2007

का.आ. 292.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफसीआई के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलोर के पंचाट (संदर्भ संख्या 21/2004 एवं 22/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-1-2007 को प्राप्त हुआ था।

[सं. एल-22012/215/2003-आई आर (सी-II)]

[सं. एल-22012/214/2003-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 8th January, 2007

S.O. 292.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2004 and 22/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI, and their workmen, which was received by the Central Government on 8-1-2007.

[No. L-22012/215/2003-IR (C-II)]

[No. L-22012/214/2003-IR (C-II)]

AJAY KUMAR, GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated: 19th December 2006

PRESENT

Shri A. R. Siddiqui, Presiding Officer

C.R. No.21/2004

I PARTY

The Regional Secretary,
FCI Employees Union,
C/o FCI, Regional Office,
10, Pallavi Kalinga Rao Road,
Bangalore- 560 027

II PARTY

The Senior Regional Manager,
Food Corporation of India,
Regional Office, No.10,
P. Kalinga Rao Road,
Subbaiah Circle,
Mission Road,
Bangalore-560 027

C.R.No.22/2004**I PARTY**

Shri C.S. Murali Manihara,
Secretary (Office),
FCI Employees Union,
C/o FCI, Regional Office,
10, Pallavi Kalinga Rao Road,
Bangalore-560 027

II PARTY

The Senior Regional Manager,
Food Corporation of India,
Regional Office, No.10,
P. Kalinga Rao Road, Subbaiah Circle,
Mission Road, Bangalore-560 027

COMMON AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* Order. No.L-22012/215/2003-IR(CM-II) & No. L22012/214/2003-IR(CM-II) dated 24th March 2004 for adjudication on the following schedule:

SCHEDULE (CR.21/2004)

"Whether the action of the management of Food Corporation of India is justified in denying seniority to S/Shri N.B. Gurmurthy and M. Satish, both A.G-1 (Accounts) above Shri P. Subhas Chandra Bose A.G-1 (Accounts) on the basis of the date of first promotion? If not, to what relief are they are entitled to?"

SCHEDULE (CR.22/2004)

"Whether the action of the management of Food Corporation of India is justified in placing Shri P. Subhas Chandra Bose above Shri Shankarananda in the seniority List as on 31-12-2000 is legal and justified? If not, to what relief Shri Shankarananda is entitled to?"

2. Both these proceedings are taken up together for disposal by common award involving common question of facts and law and against one and the same management.

3. The common facts narrated in the claim statements filed on behalf of the first party workmen in both the cases are that these workmen joined the services of the management as Assistant Grade-III on 22-1-1973 and they were promoted as Assistant Grade II during the year 1976 and subsequently they have been promoted as Assistant Grade-I during September 2000. They alleged that one of the juniors to them by name Subashchandra Bose joined the services of the management on 9-4-1973 and has been placed above their names in the seniority list. They contended that the management issued a seniority list of Assistant Grade-II (Accounts) for South Zone as on 31-12-1989 and as per this list the position of the workmen has been placed at Sr.No.65,66 &67 and whereas, said Subashchandra Bose was placed at Sr.No.108 as per the said list. They contended that however, in the seniority list of Assistant Grade-I (Accounts) prepared as on 31-12-2000, strangely, the said Subhashchandra Bose is placed at Sr.No.182 and the workmen have been placed at Sr.No. 222,223 & 224 respectively. They contended that

the seniority list have been prepared on the basis of initial appointment and admittedly there is no dispute that Subhashchandra Bose is junior to these workmen as he joined the services on 9-4-1973 and whereas, the workmen joined the services on 22-1-1973; that in the identical circumstances when some of the junior employees had been wrongly placed in the seniority list above their seniors, this tribunal had directed to rectify such seniority position and in a couple of such cases writ petitions filed by the management have been dismissed; that recently one Shri N.G. Vyasraju also raised the dispute challenging the seniority position of the said Subhashchandra Bose on similar grounds and this tribunal passed an award in favour of the said workman and that has been implemented by the management; that the repeated requests of the workmen to remove the anomaly and discrepancy in the seniority list prepared by them affecting the rights of the workmen have not been considered by the management and therefore, they were constrained to raise the dispute resulting into the present proceedings. Therefore, they requested this tribunal to pass an award with a direction to the management to rectify the seniority list of A.G-1 (Accounts) and place the names of workmen above that of Shri Subhashchandra Bose with all consequential benefits and cost of the proceedings.

4. The management by way of Counter Statements filed in these cases not disputing the fact that all these three workmen have been appointed in the post of A.G.III (G) on 22-01-1973 and that Subhashchandra Bose was appointed to the same post on 09-04-1973 however, contended that all these three workmen had been promoted to the post of A.G-II (G) in the year 1976 and joined their duties in the said grade on 26-6-1976 and while working as A.G-II grade all of them have opted for accounts cadre during 1978. The management contended that above said Subhashchandra Bose was also promoted to the post of AG-II(D) during 1976 and he joined the post on 18-5-1976 much earlier to the first party workmen. Therefore, taking into consideration the date of promotion to the post of AG-II (G) of the first party workmen and said Subhashchandra Bose, seniority of the first party workmen have been fixed accordingly at Sr.No.65, 66 &67 as on 31-12-1989 and whereas, the seniority of Shri Subhashchandra Bose was fixed at Sr. No.108. The management contended that the above said seniority list prepared as on 31-12-1989 placing said Subhashchandra Bose at Sr. No.108 below the names of first party workmen was found not to be in order and therefore, the headquarters in their circular No. 1-15/75 RP dated 02-02-1977 made it clear that the employees on their transfer to accounts cadre on the basis of their options would be allowed to count their past services in the grades concerned for seniority in terms of Regulation 16(7) of FCI Staff Regulation. Therefore, according to this counting, the past service in the grades would mean that the employees who

have opted to Account cadre from the particular grade i.e. AG-II or AG-III in which they were working at the time of opting to accounts cadre shall have to be taken into consideration and therefore, the seniority of Subhashchandra Bose was revised from Sl. No. 108 to 43 taking into account his date of joining in the post of AG-II (D) as per the guidelines in the said circular as he was promoted to the post of AG-II on 18-5-1976 and whereas, the first party workmen reported to the said post on 26-6-1976. In the result, in the latest seniority list prepared in the year 2000 Subhashchandra Bose happened to be placed at Sl. No. 182 and whereas, the first party workmen have been placed at Sl. No. 222, 223 & 224 as per the said seniority list. The management contended that seniority list in AG grade prepared by it is not on the basis of initial appointment but on the basis of past service of the respective employees of the management in the cadre immediately before they joined the promotional cadre; that the claim of the first party workmen that in a couple of cases writ petitions and appeals of the management have been dismissed is not proper and tenable there being no documents to support the said claim. With regard to the case of said Shri Vyasaraju referred in the claim statement, the management contended that his seniority was revised and he was placed above the said, Subhashchandra Bose as he joined the promotional post of AG-II(D) on 12-5-1976 and whereas, Subhashchandra Bose had joined AG-II post on promotion on 18-5-1976. Therefore, the management requested this tribunal to reject the references on hand not being tenable on facts and law.

5. During the course of trial, the management filed an affidavit of one Smt. S. Ezhilmathi said to have been working as Assistant Manager with the management and in her further examination chief 8 documents at Ex.M1 to M8 were marked. Common cross examination was done to this witness in CR No. 21/04 by the learned counsel for the first party workmen appearing in both the cases. The first party workman, Shri N. B. Gurumurthy also filed an affidavit by way of examination chief in this case and he was cross-examined on behalf of the management. The workman, Shri Satish however, did not choose to lead any evidence. In CR No. 22/04 the management filed the affidavit of said witness examined in CR No. 21/04 once again getting marked same documents at EX.M1 to M8. The first party Shri Shankarananda in this case also failed to lead any evidence on his part.

6. In both the cases learned counsels representing the respective parties have filed their written arguments similar to the contentions taken by them in their claim statements as well as counter statements, respectively. Learned counsel for the first party in support of his arguments cited the following decisions :—

1. Award dated 30-11-1992 in CR 36/92
2. Award in CR 148/87
3. W.A.No. 1340/97

4. WP No. 36093/93

5. WP No. 28639/94 C/w 20378/94

6. WP No. 15298/91

7. Award in CR 78/94

8. Letter dated 9/13-9-2005 of Head Office of FCI

9. W.A.No.1856/86 of High Court of Karnataka.

7. The facts undisputed in this case are that all these three workmen namely, S/Shri N. B. Gurumurthy & M. Satish involved in CR No. 21/04 and Shri Shankarananda involved in CR No. 22/04 joined the services of the management as Assistant Grade-III on 22-1-1973 and whereas, said Subhashchandra Bose joined the said post on 9-4-1973. It is undisputed that all these three workmen and said Subhashchandra Bose were promoted to the post of AG-II(G) and AG-II(D) respectively in year 1976 and that all these three workmen on promotion joined the duties to the post of AG-II on 25-6-1976 and whereas, Subhashchandra Bose on promotion joined the post of AG-II (D) on 18-5-1976, itself. It is not in dispute that in the year 1978 all these four employees opted for accounts cadre and in the seniority list prepared on 31-12-1989 by the management with respect to AG-II(Accounts) the first party workmen placed at Sl.No.65,66 & 67 and whereas, Shri Subhashchandra Bose was placed at Sl. No.108. It is the case of the management as noted above, that the aforesaid seniority list prepared for AG.II placing said Subhash chandra Bose at Sl.No.108 as on 31-12-1989 was found to be defective and therefore, in the light of the aforesaid circular dated 2-2-1977 marked before this tribunal at Ex.M1 and taking into consideration the Regulation 16(7) of the FCI Staff Regulations marked at Ex.M2, seniority list was revised as far as Subhashchandra Bose is concerned and he was placed above the names of the first party workmen at Sl. No.43. As noted above, the case of the management is that it is on the basis of the past service of the first party workmen and said Subhashchandra Bose in Grade-II post and not on the basis of dates of their initial appointments, seniority list dated 31-12-2000 is prepared and this has been done according to the said circular guidelines and the above said Regulation.

8. Whereas, it is the case of the first party workmen that seniority list should have been prepared taking into account their initial dates of appointment as undisputedly they happened to be seniors to said Subhashchandra Bose, they being appointed on 22-1-1973 and Subhashchandra Bose being appointed on 9-4-1973. The first party workmen have not disputed the fact that when they were promoted in the year 1976, they have joined the promotional post on 26-6-1976 and whereas, Subhashchandra Bose also being promoted in the year 1976 joined duty to the said post on 18-5-1976. Therefore, as could be seen from the aforesaid undisputed facts, as per the initial dates of appoint, the

first party workmen happened to be the seniors to said Subhashchandra Bose and whereas, as per their joining dates to the promotional post, A.G-II they happened to be juniors to said Subhashchandra Bose.

9. Now therefore, the moot question to be considered would be as to whether the management was justified in placing the above said Subhashchandra Bose above the first party workmen in the seniority list dated 31-12-2000 taking into consideration their dates of appointment to the promotional post, AG-II and not taking into consideration their initial dates of appointment. As noted above, the management relied upon the above said circular at Ex.M1 and the Regulation at Ex.M2. Para 4 in the said circular relevant for the purpose runs as under: "The employees on their transfer to the accounts are on the basis of their options would be allowed to count their past service in the grades concerned for seniority in terms of Regulation 16(7) of the Staff Regulations. In other words, as their transfer from general Admn. Cadre to the accounts cadre will be treated in the interest of the corporation, the seniority of the transferee will be fixed in the Accounts cadre after giving them full weightage to the service counting for seniority of the particular category in the Gen. Admn. Cadre."

10. Regulation 16(7) is as follows: "An employee transferred from one unit of seniority to another will be ranked as the junior most in the particular category on the date he joins the new unit. If, however, such transfer is in the opinion of the competent authority in the interest of the Corporation, seniority of the transferee will be fixed in the new unit after giving full weightage of the transferee will be fixed in the new unit after giving full weightage to the service counting for seniority to the particular category in the old unit."

11. If we go by the above said guidelines in the said circular and the said Regulation it becomes crystal clear that the employees who have opted for accounts cadre from their respective grades will be given the weightage of their past services rendered by them in the grade before they were promoted to the higher post. Undisputedly, the first party workmen as well as said Subhashchandra Bose were working in AG-II post when they opted for accounts cadre when they were promoted to AG-I and accordingly taking into consideration their dates of joining the post of AG-II, Seniority list in respect of AG-I was prepared on 31-12-2000 and in the result, Shri Subhashchandra Bose happened to be placed at Sl. No. 182 and whereas, the first party workmen were placed at Sl. No. 222, 223 & 224 respectively. The first party workman, Shri Gurumurthy, the only witness examined in these two cases, in his cross examination has admitted that he joined the services of the management on 22-1-1973 as AG-III (G) and was upgraded as AG-II (G) w.e.f. 26-6-1976 and then he opted for accounts cadre in the year 1978. He admitted that Subhashchandra Bose was appointed as A.G.-III(D) in April 1973 i.e. on 9-4-1973

and was upgraded as AG-II on 18-5-1976. While admitting the fact that he is aware of circular at Ex.M1 and Para 16 (7) of the Staff Regulation Act, he further stated that seniority of Subhashchandra Bose has been fixed at Sl.No.43 from Sl.No.182. He admitted that he was promoted as AG-II (G) on 26-6-1976 and Shri Subhashchandra Bose was promoted on 18-5-1976. Therefore, in the light of the above said admission made by the first party workman, Shri Gurumurthy and so also taking into consideration the facts undisputed by the first party workmen in both the cases, it is now crystal clear that as per the dates of initial appointments the first party workmen happened to be seniors to said Subhashchandra Bose and whereas, as per the dates of their joining duty to the promotional post, Subhashchandra Bose happened to be Senior to them. It is no where the case of the first party workmen that seniority of the first party workmen Subhashchandra Bose in Grade-I prepared on 31-12-2000 was not on the basis of circular at Ex.M1 and the Regulation 16(7). They have not come out with the case that the management was not legally justified in taking into consideration the aforesaid circular and regulation in fixing their seniority as against the seniority of Subhashchandra Bose. They have also not disputed that as per the above said circular guidelines and Regulation, weightage to their past service should have been only in respect of the grade they held at the time of promotion to the next higher post. Therefore, going by the bank said Circular guidelines and the regulation, it cannot be said that the management was not justified in fixing the seniority of said Subhashchandra Bose, above the first party workmen. So long the aforesaid circular guidelines and Regulation 16 (7) are in vogue to be followed by the management meticulously as per the instructions of the headquarters, the first party workmen cannot be allowed to contend otherwise. They could have vented their grievances about the fixing of the seniority only in case it was not done in accordance with the said circular guidelines and Regulation 16(7) of the FCI Staff Regulation. Therefore, their contention that seniority should have been fixed on the basis of their initial dates of appointments, must fail. The various award copies and the decisions in unreported cases of writ petitions referred to supra on behalf of the first party workmen in my humble opinion do not come to the rescue of the first party workmen in the instant case, as the facts involved in the aforesaid cases except the award in respect of Shri Vyasraju were altogether different from the facts and point of law involved in the case.

12. Now coming to the case of said Vyasraju, as contended by the management and not disputed by the first party workmen, he joined the promotional post of AG-II on 12-5-1976 and therefore, he had rightly challenged the action of the management in placing the said Subhashchandra Bose above his name in the seniority list dated 31-12-2000. it is for the above said main reason this tribunal passed award in

favour of Shri Vyasraju and ultimately, it was implemented by the management giving reliefs to the said Vyasraju. Therefore, it cannot be taken help by the first party workmen, they having joined the said promotional post of A.G-II much later to the joining of said Subhashchandra Bose to the said promotional post. In the result, for the foregoing reasons I must answer the references accordingly against the first party workmen and hence the following award:

AWARD

Both the references (CR No.21/04 & 22/04) stand dismissed. Keep a copy of the award in CR No. 22/04. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 19th December, 2006).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 8 जनवरी, 2007

का.आ. 293.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार CPWD के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, न.-2, नई दिल्ली के पंचाट (संदर्भ संख्या 68/2004 एवं 69/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-1-2007 को प्राप्त हुआ था।

[सं. एल-42012/173/2003-आई आर (सी-II)]

[सं. एल-42012/174/2003-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 8th January, 2007

S.O. 293.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 68/2004 & 69/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. -2, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 8-1-2007.

[No. L-42012/173/2003-IR (C-II)]

[No. L-42012/174/2003-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

PRESENT:

Presiding Officer : R. N. RAI.

I.D. Nos. 68/2004 & 69/2004

Sh. Vinod Kumar ... 1st Party

Sh. Gyneshwar &

Sh. S. K. Saha ... 2nd Party

In the matter of:—

The General Secretary,
All India CPWD Employees Union,
Lodhi Colony, Enquiry Office,
CPWD, New Delhi.

Versus

The Director General of Works,
CPWD,
Nirman Bhawan,
New Delhi-110011.

AWARD

The Ministry of Labour by its letter Nos. L-42012/173/2003-(IR (CM-II) Central Government Dt. 7-4-2004 and L-42012/174/2003-IR (CM-II) Central Government Dt. 1-7-4-2004 has referred the following points for adjudication.

The points run as hereunder:—

"Whether the demand of All India CPWD Employees Union in relation to counting of services rendered by the workmen Shri Om Prakash Shukla, S/o. Shri Mahabir Shukla and others (list enclosed) on daily rate basis, with their regular services for the purpose of all retiral benefits is legal and justified? If yes, to what relief they are entitled to?"

"Whether the demand of All India CPWD Employees Union relation to counting of services rendered by the workmen Shri Laxmi Narain, S/o. Shri Deri Charan and others (list enclosed) on daily rate basis, with their regular services for the purpose of all retiral benefits is legal and justified? If yes, to what relief they are entitled to?"

I.D. Nos. 68/2004 and 69/2004 involve common dispute. These are connected cases and they can be adjudicated by common award. The grounds of both the cases mentioned above are the same. So both the above mentioned cases are taken up together.

The Union has filed Statement of Claim. In the Statement of Claim it is stated that CPWD is a declared "Industry" engaged in the work of construction, maintenance and operation of roads, bridges and buildings as defined under Section 2(j) of the I.D. Act, 1947 (hereafter mentioned "the Act").

That the workers represented in the dispute are workmen as defined under Section 2 (s) of the Act. That the Director General of Works of CPWD is an employer as defined under Section 2 (g) of the Act.

That the workers represented in the dispute had been employed by the/on behalf of the employer on daily rated basis for a period ranging between 6 to 11 years, and have subsequently been regularized.

During this period the applicants were on continuous service as defined in Section 25 B of the Act. That the employer has neither paid any retrenchment compensation as per the provisions of the Act nor is prepared to count the period of service rendered on daily rated basis, in their present service.

That non-payment of retrenchment compensation implies that the present service(s) of the applicant(s) is/are in continuation of their service, rendered on daily rated basis and as such, it should be counted with their regular service, for the purpose of seniority and for other retirement benefits calculated on the basis of the length of service.

The union raised this issue in the form of a demand, included in the "Charter of Demand" (at SI. No.2) submitted to the Director General of Works, CPWD on 9-3-2000. The matter was discussed on many occasions, in the meetings with the officers of CPWD management, but no result could be achieved due to rigid stand and dilly-dallying tactics of the management of CPWD as only false assurances, were being given by the employer.

That the applicants were ought to be regularized by the employer after completion of 240 days each in two consecutive calendar years, as per the eligibility criteria notified by the CPWD department. Even then the employer did not regularize the applicants for very long periods (ranging from six to eleven years) thereby committing unfair labour practice defined under Vth Schedule of the Act.

That the act of the employer in keeping the applicants casual unlawfully for long periods and then neither counting their period of casual service, with their regular service nor paying them retrenchment compensation is going to harm the interests of the applicants unnecessarily and tremendously.

That it is against law and also against natural justice to make the applicants suffer for the faults and mistakes committed by the employer.

That the rigid and unreasonable stand of the employer has resulted in failure of the conciliation proceedings before the RLC(C), New Delhi and turned the matter into an industrial dispute and no alternative has been left with the union, but to get the dispute settled with the adjudication by the Industrial Tribunal.

That the long period of service rendered on casual service by the applicants cannot be ignored in the interest of justice. That the Hon'ble Delhi High Court in a judgment dated 26-4-2002 has also given a decision on similar lines in CW 2469/1997, in Ramji Lal and others Vs. National Institute of Health and Family Welfare and others. That the attached documents be treated as part of the evidence, which might have to be produced at later stage.

The management has filed written statement. In the written statement it has been stated that regularization of the eligible daily rated workers are being considered by the department based on the service rendered by them on casual basis. Since the workers were not retrenched rather their services were regularized in the department, the question of payment of retrenchment compensation does not arise.

There is no policy of Central Government to count the casual service for the purpose of retrenchment compensation and for other retirement benefits. However, *vide* DOPT O.M. No. 51016/2/90-Estt.(C) dated 10-9-1993, a scheme has been formulated to confer temporary status to the daily rated workers of Group "D" category who have rendered 240 days of continuous service during a year. A daily rated worker who has been conferred upon temporary status, if regularized under the provision of the said scheme, 50% of his services are counted for the retirement benefits.

As decided in the meeting, Dy. Labour Welfare Commissioner was requested to prepare a draft based on the demand of the union in implementation of the meeting held on 25-4-2001. Accordingly, Dy. Labour Welfare Commissioner prepared a draft and sent the same to this Directorate. The draft prepared by Dy. Labour Welfare Commissioner was thoroughly examined by this Directorate and sent to the Ministry of UD and PA for taking up the issue with the Ministry of Labour. M/o. UD and PA have however observed that the subject matter relates to DOPT and not to the M/o Labour. They also desired to have other details in respect of Muster Roll Worker which are being collected by this Directorate from various field units scattered all over India. On receipt of the details the matter will again be taken up with the Ministry of UD & PA for taking up the demand of the union with DOPT and not, with Ministry of Labour. No comments as the matter is presently under examination in consultation with Ministry of UD & PA/DOPT.

It is, therefore, respectfully prayed that the application filed by All India CPWD Employees' Union may be out rightly rejected as it is premature to file the application before the Regional Labour Commissioner (C), New Delhi at this stage as the matter is presently under examination and likely to take some more time as the other departments of Government of India are involved in the matter and data in respect of thousands of muster roll workers engaged all over India is required to be obtained and compiled for referring the demand of the union again to M/o UD & PA.

The union has filed rejoinder. In the rejoinder the union has reiterated the averments of his Claim Statement and has denied most of the paras of the written Statement. The management/respondent has also denied most of the paras of the Claim Statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the union that the applicants' workman had rendered continuous long service on daily rated basis from 6 to 12 years. They have been regularized, but the period prior to regularization has been ignored by the management. It should have been counted at least for the purposes of pension and gratuity. The respondents refused to count the period on daily rated basis for the purposes of gratuity and other dues. They have caused gross injustice and heavy loss to the workman.

It appears from perusal of the chart submitted by the union that the workmen have been regularized after 6 to 12 years. Some of the workmen have been regularized after 6 years of initial engagement and some others have been regularized after 10 to 12 years. Service tenure of almost all the majority of the employees is almost 30 years. If 12 years period of daily rated employment is deducted from the regularized service period, the workmen would not be entitled to pension despite the fact they have been dedicated in the service of the department.

It was further submitted that there is no break in the service period as on daily rated basis and regularization. There is no interpretation so the workmen should be deemed to be in continuous service and they should be given regular status from the date of their initial engagement. The contention of the workman is not sustainable as there was no post existing against which the daily rated workmen have been engaged. It is the prerogative of the Government to create posts and when the posts were created the workmen have been regularized against the existing post. So they cannot be given regularization from the date of initial engagement.

It was submitted from the side of the management that the demand of the union is pre-nature. There is no policy of the Central Government to count the casual service for the purposes of regularization. It was submitted that the scheme dated 10-09-1993 has been formulated to confer temporary status to the daily rated workers of Group D category which have rendered 240 days of continuous service during the year. The daily rated workmen on being conferred temporary status 50% of their services are counted for retirement benefits. The matter is presently under examination and is likely to take some more time as the other department of Government of India are involved in the matter and data in respect of thousands of muster roll workers engaged all over India is required to be obtained and compiled for referring the demand of the union to the competent authority. The contention of the management is not sustainable. The scheme is said to have been drafted in the year 1993 but it still remains a conception within long 13 years. The Government has not been able to be get

anything out of its conception. The matter has lingered for 13 years and the conception has been got nothing. The Union was justified in raising the matter before the competent forum.

In Railway Rules there is provision that after one year of service after regularization the workmen are conferred temporary status and 50% period of the temporary status conferred after one year of service is counted for the purposes of pension and gratuity. The Railway Government is also an Industry. There is no reason why such rules and guidelines are not being followed for the workmen skilled, un-skilled and semi-skilled in the department of CPWD.

In the facts and circumstances of the case, in case the period of daily rated engagement is not counted for the purposes of retiral benefits, most of the workmen will retire without availing retiral benefits. CPWD is a state in view of Article 12 of the Constitution of India and it should endeavor to give regular employment to all its workmen in view of Article 39 (d) of the Constitution of India. It is the duty of the state to endeavor to give employment to its citizens. Directive Principles are not mandatory but for the governance of the country and livelihood for its citizens they have the force of fundamental rights. It is in the interest of justice that CPWD should confer regular status after one year of service of every workman who has been regularized and 50% period after conferment of regular status after one year of engagement should be counted for the purposes of gratuity and pension. The workmen deserve conferment of regular status after one year of their initial engagement and they are entitled to get 50% of the tenure of daily rated service added to their regular service at least for the purposes of pension and gratuity.

The reference is replied thus :

The demand of All India CPWD Employees Union in relation to counting of services rendered by the workmen Shri Om Prakash Shukla, S/o. Shri Mahabir Shukla and 149 others (list 68/2004 enclosed) & workmen Shri Laxmi Narain, S/o. Shri Deri Charan and 45 others (ID No.69/2004) on daily rate basis, with their regular services for the purpose of all retiral benefits is legal and justified. The workmen are entitled to conferment of regular status after one year of their initial engagement and 50% of the period on daily rated service shall be counted for retiral benefits just as pension and gratuity. The management is directed to confer regular status on the workmen of ID NO.68/2004 and 69/2004 after one year of their initial engagement and to count 50% of the period on daily rated service for the purposes of retiral benefits within three months from the date of publication of the award.

Award is given accordingly.

"Date : 02-01-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 8 जनवरी, 2007

का.आ. 294.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, दूरदर्शन के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 26/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-1-2007 को प्राप्त हुआ था।

[सं. एल-42012/81/2004-आई आर (सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 8th January, 2007

S.O. 294.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Doordarshan, and their workman, received by the Central Government on 8-1-2007.

[No. L-42012/81/2004-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

I. D. No. 26/2005

PRESENT

Presiding Officer R. N. RAI

Sh. B. K. Prasad —1st Party

Sh. U. M. Kalara —2nd Party

In the Matter of:—

Shri Ram Prasad,
C/o. Janvadi General Kamgar Mazdoor Union,
E-26 (Old Qtr.), Raja Bazar,
Baba Kharag Singh Marg,
New Delhi-110001.

Versus

The Director General,
Doordarshan,
Doordarshan Bhawan,
Mandi House,
New Delhi-110001.

AWARD

The Ministry of Labour by its letter No. L-42012/81/2004-IR (C-II) Central Government DT. 4-4-2005 has referred the following point for adjudication.

The point runs as hereunder:—

“Whether the action of the management of Doordarshan, Government of India, New Delhi in denying the regularization of the services of

Shri Ram Prasad, Casual Floor Assistant is just and legal? If not, to what relief the workman is entitled and from which date.”

The workman applicant has filed statement of claim. In the Statement of claim it has been stated that the workman Shri Ram Prasad was initially appointed as Casual Floor Assistant w.e.f. 14-12-1983.

That Shri Ram Prasad has been performing his duty efficiently till date and at the time of his appointment his age was 19 years. The employment of regular Floor Assistant is fixed for minimum age of 18 years and maximum age of 25 years and Shri Ram Prasad was appointed within the prescribed age for regular post of Floor Assistant.

That at the time of initial employment of workman w.e.f. 14-12-1983; there was no essential qualification prescribed for the said post as matric and the management has inserted the Matric qualification later on. So the condition of matriculation for regular appointment cannot be imposed on the workman arbitrarily and his seniority cannot be treated from 1-6-1990, when he passed the Matric examination. The eligibility list of Casual Floor Assistant was prepared by the management; the name of Shri Ram Prasad was appearing at I. No. 3.

That the management arbitrarily prepared the another seniority list after inserting the matric qualification without following procedure as prescribed under 9 A at ID Act, 1947 and accordingly the list is not in accordance with the law. According to second list the name of the workman is shown at SI. No. 74 in the bottom in which both the dates indicated, the date of qualifications as adding the High School qualification is as 8-8-1990 and first entry/booking is shown as 6-4-1984.

That the management regularized the junior persons to the workman like Shri Inder Pal Verma, Ramakant, P. Karan, Love Kapoor, Vivek Kr. Chawla, Yogendra Kumar, Ashak Kumar Kaushik, Roshan Lal, Karan Singh, Kare Singh, Charan Dass Dhawan, Jam Singh Shishodia as they were appointed as casual Artist as Floor Assistant between the year 1984-1985 and granted regularization and equal pay for equal work w.e.f. 1-12-1992 in pay scale of Rs.1200-2040. So the workman Shri Ram Prasad is also entitled to be regularized from the same date i.e. 1-12-1992.

That the management again denied the seniority of Shri Ram Prasad for the appointment of regular post arbitrarily because the management appointed him without Matric qualification initially and he got sufficient experience in the actual discharge of duty to the post of Floor Assistant. So Shri Ram Prasad is also entitled to be regularized as Floor Assistant from the said date when his juniors S/Shri Sudhir Kumar Sharma, Dharmendra Bansal and Yashpal Singh Rawat were regularized w.e.f. 26-12-2002.

That the workman being a skilled Artisan, so inserting the educational qualification at the time of regularization in the year 1992 is not proper and legal for denying the lawful claim for regularization of Shri Ram Prasad. However, the educational qualification cannot be treated as essential qualification at the time of regularization of his services and the Full Bench of Hon'ble Supreme Court in the matter between Bhagwati Prasad and Delhi State Mineral Development Corporation (1990-I-LLJ-320) has disapproved the educational qualification at the time of regularization in the light of experience.

That the management presently is providing the work of 10 days in a month and has been paying Rs.2,693 which is less than minimum wages only after deduction of TDS of Rs.153/- is also illegal and also against the provision of Minimum Wages Act of 1948.

That the Department of Personnel *vide* its O.M. No.490/4/2/86 Estt. (C) dated 7-6-1988 had received the policy of recruitment of casual workers and persons on daily wages in the light of judgment of Hon'ble Supreme Court of India delivered on 17th January, 1986 in the writ petition filed by Surinder Singh and Ors. Vs. Union of India and laid down the guidelines in the matter.

That providing of work to the workman only for 10 days in a month and not absorbing him on the basis of the scheme is unlawful, unjustified and arbitrary, as the workman has completed more than 22 years of service with the management.

That the management cannot pursue this unlawful scheme as the work of Floor Assistant is perennial in nature and workman has to be regularized to set aside the unfair labour practice adopted by the management.

That as per the O.M. dated 7-6-1988, the Department of Personnel have also allowed the creation of additional regular post.

That the Department of Personnel, Government of India granted one time regularization for all the daily rated/casual workmen performing their duties in the Government Department but the management of Doordarshan is bent upon to segregate the permanent work and providing each of the workmen only 10 days of work in a month. Because of this practice the workmen have become entitled for regularization and equal pay for equal work as their duty hours are same compared to their counterparts working in the regular establishment as Floor Assistants and the payment in the Government Departments is not allowed by fixing the duty hours etc. So this workman connected with the dispute is entitled to equal pay for equal work and regularization as per O.M. of the Department of Personnel of 7th June, 1988.

That the regularization of Floor Assistants was done without taking any test, interview and the workmen have been regularized but Shri Ram Prasad was let out arbitrarily without any reason which is not justified under the law.

That non-regularization of the services of Shri Ram Prasad is a serious violation of fundamental rights and also attract the unfair labour practice as defined under Section 2 (ra) of I.D. Act, 1947.

That under the I.D. Act, 1947 the workman has the right to be regularized with a view to eradicate the unfair labour practice and inequity meted out to him and to do social justice as a measure of labour welfare.

That the management's arbitrarily denial of regularization of the services of Shri Ram Prasad on the ground of Matric qualification is illegal and unjustified because the management employed Shri Ram Prasad as Casual Floor Assistant when he was not possessing the qualification of matriculation and in his case being a skilled artisan the educational qualification cannot be imposed at the time of regularization of his services so he is entitled to be regularized as Casual Floor Assistant w.e.f. 1-12-1992 when his juniors were regularized.

The management/respondent has filed Written Statement. In the Written Statement it is stated that the workman Shri Ram Prasad is one of the casual artist amongst other 500 such casual artists working on assignment basis for 10 days in a month. The applicant is working in the category of Floor Assistant. The total category of the staff against which casual artists were working on 10 days assignments basis are as under : —

1. Production Assistant.
2. Make-up Assistant.
3. Film Video Editors.
4. Floor Assistant.
5. Carpenter.
6. Painter.
7. Tailor.
8. Lighting Assistant.
9. General Assistant.

That the number of casual artists belonging to different categories including the category of the applicant had filed various cases in the Central Administrative Tribunal, Principal Bench, New Delhi, seeking their regularization on the basis of their 10 days working in a month.

That the Hon'ble Central Administrative Tribunal (Principal Bench) has considered the matter and given collective decision directing the Departments of Doordarshan to frame a scheme for purpose of regularization of these casual artists working in different categories. The directions contained in O.A. No. 563/86 - Sh. Anil Kumar Mathur and Others which was also upheld by the Hon'ble Supreme Court of India *vide* order dated 14-3-1996 in C.A.No. 4787 to 4794 of 1996.

That the Department of Doordarshan framed a scheme for purpose of regularization, which was given effect after approval by the Hon'ble Central Administrative

Tribunal (Principal Bench) and this was circulated for implementation *vide* D.G. Doordarshan Office memorandum No. 2(3)/86-S.I. dated 9-6-1992.

That the applicants submitted their claims to the offices of Doordarshan Kendras throughout the country as per the directions of the Hon'ble Central Administrative Tribunal for considering their cases under the scheme framed by the department. That the cases of the applicants were considered by Doordarshan Kendra, Delhi also and eligibility list in each category was drawn. Based on the seniority in the eligibility list of respective categories regularization of casual artists in Doordarshan Kendra, Delhi had been taken up.

That as the management on the directions of the Hon'ble Central Administrative Tribunal, Principal Bench, New Delhi in the matter of considering regularization of casual artists including the applicant herein, working in different categories covered in the directions of the Hon'ble Central Administrative Tribunal and also by the scheme framed by the department for regularization has considered the present cases of applicant before this Hon'ble Labour Court become infructuous in the present circumstances.

That the Hon'ble Court has no jurisdiction in the matter as per decision of the Hon'ble Supreme Court of India in CA No.4787 to 4794 of 1996. That the cases of the applicant are not now tenable since the decision of the higher Courts have already been implemented by the Department of Doordarshan and the same decision is applicable to the applicant Shri Ram Prasad.

It is submitted that the workman Shri Ram Prasad was initially engaged on assignments basis *w.e.f.* 14-12-1983 to work as Casual Floor Assistant for 10 days in a month in Doordarshan. But his engagement can only be treated for the purpose of regularization from 1-6-1990 as he acquired one of the essential basic qualification for the post of Floor Assistant i.e. Matric in the month of May, 1990 as per the regularization scheme of 1992 framed for the Casual Artists in Doordarshan.

It is submitted that the workman has been performing his duty for 10 days in a month to work as Casual Floor Assistant. The claim of the workman that he was appointed as Floor Assistant is not accepted. Actually he was engaged as Casual Floor Assistant on assignment, as and when required basis. The statement of the applicant that at the time of initial engagement, his age was 19 years and therefore he was engaged within the prescribed age for the post of Floor Assistant is also disputed. As per the Recruitment Rules for staff artists (which included the categories of Floor Assistant) that was notified in 1979, the age limit for one being eligible for the post of Floor Assistant was 21 to 30 years and as such, the workman was under age at the time of his engagement.

It is submitted that the statement of the workman that at the time of his initial engagement *i.e.* on 14-12-1983 there was no essential qualification prescribed for the post

of Floor Assistant as Matric and the management has inserted the qualification later on is totally denied. The Recruitment Rules of 1979 referred to specifies the educational qualification as "Matric". Hence his aversion is totally hypothetical.

It is not denied that a draft eligibility list of the Casual Floor Assistant was prepared and circulated. But later, an eligibility list was prepared finally as per the directions of DG: DDN *vide* O. M. No. 4/1/2002-SI dated 11-12-2002 which stated that the applicant acquired the educational qualification in May, 1990 and got his first casual engagement after this on 1-6-1990. According to the regularization scheme his seniority as a Casual Floor Assistant will be determined from 1-6-1990. He will therefore, move down in the eligibility list of casual floor Assistants. Accordingly, revised eligibility list prepared as per Annexure R - V and the name of the applicant placed at SI. No.143.

It is submitted that the statement of the workman that the management arbitrarily prepared an eligibility list after inserting the matric qualification without following procedures, is totally denied. As per the regularization scheme of 1992 a Casual Artist must possess all the essential qualifications for the post as per Recruitment Rules at the time of his initial engagement. But the applicant in the case had acquired one of the essential qualifications of matric pass for the post in the month of May, 1990. Even though, his initial engagement is from 14-12-1983, he became eligible for initial engagement from 1-6-1990 and accordingly his seniority in eligibility list has been moved down to SI. No.143 of Annexure R-V. He will be regularized on his turn depending on the availability of vacancy in the post of Floor Assistant.

It is submitted that the claim of the workman that the management regularized the services of junior persons to the workman is totally denied in view of the eligibility list prepared as per Annexure R-V. He will be regularized on his turn depending on the availability of vacancy in the post of Floor Assistant.

It is submitted that the claim of the workman that the management regularized the services of junior persons to the workman is totally denied in view of the eligibility list prepared as per Annexure R-V. It may kindly be seen from this list that the workman has been placed as the last candidate awaiting for regularization in the eligibility list at SI. No. 143.

As already pointed out in the above paras that the workman became eligible for initial engagement from 1-6-1990 as he acquired essential educational qualification of being matriculate for the post of Floor Assistant in the month of May, 1990 and he will be considered for regularization on his turn on the basis of the eligibility list.

It is submitted that the statement of the workman that he is a skilled artisan is totally denied. The educational

qualification is one of the essential conditions required for the post in question and, therefore, the workman has no right to claim his date of initial engagement on 14-12-1983 as the date of calculating regularization as he acquired the essential qualification in the year 1990 as per the Casual Regularization Scheme, 1992 and revised in the year 1994. The Hon'ble Supreme Court judgment quoted in the para is not applicable in the present case.

It is submitted that the workman is presently being paid a fee for his work @ Rs. 285 per day and 10 assignments are given in a month. And, therefore, the workman's claim that the wages being paid to him is against the provision of Minimum Wages Act, 1948 is totally denied. In the rate of fee to be paid to any casual assignee as decided by Doordarshan from time to time and is not given by Minimum Wages Act, 1948.

It is submitted that the workman is casual artist and not a casual worker as claimed by him, therefore, the Hon'ble Supreme Court of India judgment in the present case is not applicable.

It is submitted that the workman like other casual artists are being engaged 10 days in a month and all are awaiting for regularization as per the revised eligibility list. The workman cannot be given a special treatment.

It is stated that the Regularization Scheme 1992 and 1994 of Casual Artists in Doordarshan, were formulated in pursuance of the Hon'ble Central Administrative Tribunal, New Delhi directions in OA No. 563/86 to regularize Casual Artists in Doordarshan which has also been upheld by Hon'ble Supreme Court, subsequently. All the Casual Artists in Doordarshan will be regularized on their turn in the panel depending upon the availability of vacancies and till such time they are presently being given maximum 19 (nineteen) days assignment in a month depending upon the requirement of the office. And, therefore, there is nothing unlawful and unfair labour practice adopted by the management.

It is submitted that the O.M. dated 07-06-1988 is not applicable in the present case as the scheme of 1992, revised in 1994 was framed on the directions of the Hon'ble Central Administrative Tribunal, New Delhi in OA No. 563/86 which was also upheld by the Hon'ble Supreme Court of India.

As already stated in the above paras a workman will be regularized on his turn by taking his initial engagement date as 01-06-1990 as he acquired one of the essential qualification for the post of Floor Assistant i.e. Matric in the year 1990.

It is submitted that there is no violation of fundamental rights and unfair labour as far as the present case is concerned as the scheme was framed as per the directions of the Hon'ble Administrative Tribunal, New Delhi and Hon'ble Supreme Court of India.

It is submitted that the statement of the workman that the management engaged him as a casual artist when he was not possessing the qualification by mistake cannot be taken as right for regularization on the said date.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written

statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman applicant that he was initially appointed as Casual Floor Assistant w.e.f. 14-12-1983. He has been performing his duties efficiently and satisfactorily. At the time of his initial selection in 1983 there was no essential qualifications prescribed for the said post as matric and the management has inserted the matric qualifications later on. So the condition of matriculation for regular appointment cannot be imposed on the workman arbitrarily.

It was further submitted that at the time of initial employment of workman w.e.f. 14-12-1983, there was no essential qualification prescribed for the said post as matric and the management has inserted the Matric qualification later on. So the condition of matriculation for regular appointment cannot be imposed on the workman arbitrarily and his seniority cannot be treated from 01-06-1990 when he passed the Matric examination. The eligibility list of Casual Floor Assistant was prepared by the management; the name of Shri Ram Prasad was appearing at Sl. No. 3.

It was further submitted that the management arbitrarily prepared another seniority list after inserting the matric qualification without following procedure as prescribed under 9 A of I.D. Act, 1947 and accordingly the list is not in accordance with the law. According to the second list the name of the workman is shown at 'Sl. No. 74' in the bottom in which both the dates indicated, the date of qualification as adding the High School qualification is as 08-08-1990 and first entry/booking is shown as 06-04-1984.

It was submitted that the management regularized the junior persons to the workman like Shri Inder Pal Verma, Ramakant, P. Karan, Love Kapoor, Vivek Kr. Chawla, Yogendra Kumar, Ashok Kumar Kaushik, Roshan Lal, Karan Singh, Kare Singh, Charan Dass Dhawan, Jarn Singh Shishodia as they were appointed as Casual Artist as Floor Assistant between the year 1984-85 and granted equal pay for equal work w.e.f. 01-12-1992 in pay scale of Rs. 1280-2040. So the workman Shri Ram Prasad is also entitled to be regularized from the same date i.e. 01-12-1992.

It was further submitted that the management again denied the seniority of Shri Ram Prasad for the appointment of regular post arbitrarily because the management appointed him without Matric Qualification initially and he got sufficient experience in the actual discharge of duty to the post of Floor Assistant. So Shri Ram Prasad is also entitled to be regularized as Floor Assistant from the said date when his juniors S/Shri Sudhir Kumar Sharma, Dharmendra Bansal and Yashpal Singh Rawat were regularized w.e.f. 26-12-2002.

It was further submitted that the Full Bench of Hon'ble Supreme Court in the matter of Bhagwati Prasad and Delhi State Mineral Corporation 1990 - I LLJ 320 has disproved the educational qualification at the time of regularization in the light of experience.

It was submitted from the side of the management that matriculation is essential qualification for regularization. It is correct that the employees junior to him have been regularized in view of order of CAT No. 4787 to 4749/1996. The department of Doordarshan framed a scheme and the workmen junior to this workman were regularized as the workman was not matriculate at that time.

It appears from the pleadings of the respondents that there is scheme for regularization and this workman has not been regularized simply because he was not matric at the time of his initial engagement. It is also admitted case that the juniors to the workman have been regularized. List of fresh casual employees was prepared in 2002. The workman was not regularized and the other workmen engaged in 1988 and prior to that have been regularized.

It was further submitted that the workman was matric on 01-06-1990, so his seniority shall be considered for regularization from the date of his matriculation i.e. 01-06-1990. There is no violation of the provisions of the I.D. Act, 1947 and fundamental rights.

It is admitted that the workman was engaged on 14-12-1983 and he has been serving the respondents efficiently and satisfactorily. There is no complaint against the workman. He has not been regularized till today. The management has not regularized him for 23 years though there is scheme for regularization.

In case qualification is essential for engagement of Floor Assistant as matric, under what circumstances the workman was engaged. If he did not possess the requisite educational qualification the management should not have taken him into employment.

It has been held consistently by the Hon'ble Apex Court in 1999(6) SCC 439, 2000(1) LLJ 1050, 1994(5) SCC 304, 1995 (2) Supp. SCC 611, 1983 (1) SCR 8 that the conditions of minimum qualification should be considered at the time of initial appointment. Age/qualification should not be a ground for non-absorption/non-regularization of a workman who has been working consistently. Age/qualification is not material for regularization. It is material only for initial engagement. The workman has worked for over 20 years and his working experience is the requisite qualification for his employment.

In 1990 - I - LLJ - 320 the Hon'ble Apex Court has held that educational qualification should not be a disqualification for regularization in the light of experience. The workman is experienced. It is settled law that a workman should not be deprived of the benefits of regularization in view of age and qualification. No rule has been cited to show that matric qualification was essential at the time of the initial engagement for this workman in 1983.

It appears that the intention of the management is not quite bonafied. The workman has not been regularized after 20 years of long service whereas juniors to him have been regularized since 1992. Even in 2006 (4) Scale the Constitution Bench of the Hon'ble Apex Court has held that the management should consider the feasibility of regularization at least after 15 years. There is scheme of regularization under the respondents. So there is no

question of feasibility of regularization. The workman should have been regularized after 15 years of his service in view of Constitution Bench Judgment cited above. The workman deserves regularization after 15 years of his initial engagement. The workman should be regularized from 14-12-1998 after 15 years of his initial engagement. He is entitled to all the consequential benefits after the date of his regularization i.e. 14-12-1998 and he should be paid equally along with other regularized employees.

The reference is replied thus :

The action of the management of Doordarshan, Government of India, New Delhi in denying the regularization of the services of Shri Ram Prasad, Casual Floor Assistant is neither just nor legal. The management is directed to regularize the workman w.e.f. 14-12-1998 and pay him all the consequential benefits within one month from the date of publication of the award.

Award is given accordingly.

Date: 02-01-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 8 जनवरी, 2007

का.आ. 295.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीपीडब्ल्यूडी, हिन्दन इलैक्ट्रीसिटी डिवीजन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 141/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-1-2007 को प्राप्त हुआ था।

[सं. एल-42012/140/2001-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 8th January, 2007

S.O. 295.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 141/2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 2 New Delhi as shown in the Annexure in the Industrial Dispute between the management of CPWD, Hindon Electricity Divisions, and their workman, which was received by the Central Government on 8-1-2007.

[No. L-42012/140/2001-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-

LABOUR COURT-II, NEW DELHI

I. D. No. 141/2003

PRESENT

Presiding officer : R.N. Rai,

Sh. B. Mund	1st Party
Sh. N.K. Bansal	2nd Party

In the Matter of :

Shri Bal Swarup,
S/o Shri Nanak Chand,
R/o 101, Mohalla Bonja,
Near Shiv Mandir, Ghaziabad,
Ghaziabad (UP).

Versus

The management of CPWD, Ghaziabad,
Through its Executive Engineer (Elec.),
Hindon Central Electricity Division,
Hindon Air Field, Hindon,
Ghaziabad (UP).

AWARD

The Ministry of Labour by its letter No. L-42012/140/2001-IR (C-II) Central Government Dt. 30-09-2003 has referred the following point for adjudication.

The point runs as hereunder :

"Whether the action of the management of Executive Engineer (Elect.), CPWD, Hindon Electricity Division, Hindon Air Field, Ghaziabad in terminating Shri Bal Swarup, Khalasi w.e.f. 16-02-1977 is legal and justified? If not, to what relief the workman is entitled to and from which date."

The workman applicant has filed statement of claim. In the statement of claim it has been stated that the applicant was appointed as Khalasi in CPWD on 06-09-1967 and was appointed as such at Hindon Air Field, Hindon Ghaziabad under Op. No. 1.

That the applicant worked sincerely, diligently, honestly and carried out orders of his superiors with utmost devotion. That the applicant continued to work without any break or cause of complaint from any person till his services were illegally and un-constitutionally terminated by Op. No. 1.

That the alleged termination order dated 02-06-1977 was alleged to have been issued by OP. No. 1 on the basis of finding of inquiry officer alleged to have been appointed to inquire into the charges framed against the applicant vide memorandum No. 7(3) W.C./HCED/11385 dated 23-10-1975; Memorandum No. 7(3)WC/76/HCED/13950-51 dated 29-12-1975; and Memorandum No. 7(3)WC/HCED/6581-83 dated 13-07-1976.

That the so called charges into which the alleged inquiry was conducted related to absence from duty and quarreling with J.E., Shri P.N. Pandey when he on 26-11-1975 asked the applicant to acknowledge receipt of three letters. That the alleged charges levelled against the applicant were concocted, false, frivolous and baseless.

That so long the applicant continuously without any objection did private work of his superiors, they had no complaint against him but as soon as he showed his inability

to do so due to serious illness of his wife, they began to ill treat him and devised illegal method of getting rid of the applicant. The complaints and framing charges is the result of well considered plan to remove the applicant from service.

That all acts, charges and conduct of inquiries were highly prejudicial and mala fide.

That the Inquiry Officer acted in a biased and prejudicial manner against the applicant and all protest and objections made before him by the applicant were turned down without any reason and justification.

That the so called inquiry was held in English language with which the applicant was not conversant and he was not allowed English knowing assistant, he therefore requested the Inquiry Officer to hold the inquiry in Hindi so that he could understand the proceedings but his request was turned down which resulted in depreciation of his proper defence and effectively participate in the proceedings.

That the applicant was not even allowed to cross examine witnesses produced against him and thereby he was wrongly prevented from bringing full and true facts before the Inquiry Officer.

That the applicant was not even allowed to engage the services of an expert to conduct his defence. That the applicant was not supplied copy of statements of witnesses and finding of Inquiry Officer as a result of which the applicant stood deprived of his valuable and constitutional right to make representation if any, against it before the disciplinary authority.

That the inquiry was biased and prejudicial and findings of Inquiry Officer were based on predetermined decision. That the inquiry was a sham show and conducted against all principal of natural justice and fair play.

That even the disciplinary authority did not supply a copy of inquiry report to the applicant and thus deprived him of his valuable right to represent against it. That the disciplinary authority had not afforded any opportunity to make representation before him before awarding major punishment of removal from service.

That the applicant was not even allowed opportunity of personal hearing by the disciplinary authority. That the so called inquiry, and all proceedings connected therewith including impugned order removing the applicant from service are illegal, un-constitutional and against principles of natural justice.

That inquiry proceedings and even the proceedings imposing penalty of removal from service by the disciplinary authority were held ex-parte and the applicant was not given opportunity to participate effectively.

That the applicant was illegally removed from service by the Op. No. 1 vide his Order No. 7(3)WC/HCED/2815 dated 02-06-1977 and since then the applicant is without employment and his family is starving.

That the impugned removal order referred to in the proceeding para is illegal and liable to be quashed with all the consequential reliefs.

The management has filed written statement. In the written statement it has been stated that Shri Bal Swarup was recruited as a Khalasi in the department but he did not serve the department diligently and dutifully. Besides the charges levelled against the worker for which proper inquiry was conducted by the department and charges established beyond doubt there have been frequent report about his misbehaviour with his superiors, slipping away from duty and other undisciplined acts for which warning were issued as and when it was reported. He was also adversely reported by his controlling officer successively.

The charges levelled against the petitioner are based on facts; further the charges against the applicant were fully proved to the satisfaction of Inquiry Officer. The inquiries were conducted on the basis of reports received about misconduct, misbehaviour and indiscipline of the workman. All the charges levelled against the workman were based on facts and documentary proof.

That there have been frequent reports about his misbehaviour with his superiors, slipping away from duty and other undisciplined acts for which warning were issued as and when it was reported.

That Shri Bal Swarup was in the habit of absenting himself from duty every now and then without prior permission or intimation. He did not even submit leave applications after resuming duty. Whenever he was called upon to explain his conduct, he never submitted any explanation and instead of argued with his seniors in presence of other workmen. On assigning government work he used to argue un-necessarily using threatening language and disobeying manner in presence of worker. On 26-11-1975 Shri A.N. Pandey, JE (Elect.) asked Shri Bal Swarup to acknowledge receipt of letters, which he refused to accept and threatened JE (Elect.) to bear the consequences. JE (E) rushed to sub divisional office to get rid of his misbehaviour. Shri Bal Swarup then came to sub divisional office and started quarrelling in presence of Shri P.S. Jain, JE (E), Shri S.K. Sharma, JE (E), R.L. Tandon, JE (E), Shri Kullu Honorioun—LDC and Mahinder Prakash - AE (E). The statement of worker i.e. all present recorded. He again threatened JE (E), Shri Pandey when he was asked to work with Manohar Lal, Cable Jointer on 28-11-1975.

That the charges levelled against the workman are based on facts. Further the charges against the petitioner were proved to the satisfaction of the Inquiry Officer.

That the allegations of applicant that he had been removed from service illegally is incorrect. The removal of the workman had taken plea after observing all the rules and disciplinary proceedings and on the findings of the inquiry conducted in respect of the charges levelled against the workman.

That the inquiry was conducted on the basis of report of misconduct, indiscipline and misbehaviour of the petitioner. The charges levelled against applicant were based on facts and documentary evidence.

That the Inquiry Officer conducted the inquiry in the most judicious and impartial manner. The applicant was given full opportunity to defend himself in person or through his counsel. Inquiry Officer at every stage asked the applicant through Regd. Letters to attend all the proceedings well in advance but the applicant never cared to appear before the Inquiry Officer to defend himself. The allegation of the applicant that he was removed from service without any jurisdiction is totally wrong.

That the allegation of the applicant is totally wrong that the inquiry proceedings were held in English. All the inquiry proceedings were conducted in Hindi to this affect some documents are filed collectively.

That the applicant was given full opportunity to defend his case by all means but he knowingly evaded to attend the inquiry proceedings inspite of proper information in advance.

That the applicant was given full opportunity to defend his case either personally or through counsel or any expert.

That the applicant never demanded the copies of statement of witnesses. Copies of all the proceedings were sent to him through Regd. Post but the applicant has not received the same deliberately.

That the inquiry was conducted according to the principles and with natural justice as he was offered full opportunity in all manner prescribed under law as personal hearing and sending letters by post and further asked to engage any counsel or expert to assist him in the proceedings.

That a copy of inquiry report was given to the applicant vide letter No. 7(5)/WC/HCED/1912 dated 31-03-1977. It is stated that an opportunity to make representation on the penalty was given vide letter No. 7(5)/WC/HCED/1912 dated 31-03-1977.

That the workman was given full opportunity to defend himself. The workman was intimated in advance for the dates of hearings before the Inquiry Officer but he failed to appear before him to defend himself. The proceedings from day to day were sent to him by Regd. A.D. covers. The show cause notice and the copy of the report of Inquiry Officer was sent to the workman under Regd. AD cover which was received back undelivered with the remarks "Addressee not available". Public notice of such inquiry was also issued through News Paper to give workman another chance to present but he did not avail the same.

That the applicant was given full opportunity to defend himself in person or through his counsel during the inquiry. The Inquiry Officer at every stage asked the applicant through Regd. Letters to attend all the

proceedings well in advance but the applicant never cared to appear before the Inquiry Officer to defend himself. The allegation of the applicant that he was removed illegally from service is totally false and incorrect.

That the applicant was given full opportunity to defend his case personally or through counsel or any expert. The workman was intimated in advance for the dates of hearings before the Inquiry Officer but he failed to appear before him to defend himself. He was also given opportunity to make representation on penalty. The removal of the petitioner had taken place after observing relevant rules and disciplinary proceedings and on the finding? Of the inquiry conducted in respect of charges levelled against the applicant.

It is therefore, prayed that the present petition has been filed unnecessarily to harass the department and to waste the precious time of the department and the petition deserve to be dismissed with cost.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that the so called charges into which the alleged inquiry was conducted related to absence from duty and quarrelling with J.E., Shri P.N. Pandey when he on 26.11.1975 asked the applicant to acknowledge receipt of three letters. That the alleged charges levelled against the applicant were concocted, false, frivolous and baseless.

It was further submitted that so long the applicant continuously without any objection did private work of his superiors, they had no complaint against him but as soon as he showed his inability to do so due to serious illness of his wife, they began to ill treat him and devised illegal method of getting rid of the applicant. The complaints and framing charges is the result of well considered plan to remove the applicant from service.

That all acts, charges and conduct of inquiries were highly prejudicial and mala fide.

It was submitted that the Inquiry Officer acted in a biased and prejudicial manner against the applicant and all protest and objections made before him by the applicant were turned down without any reason and justification.

It was further submitted that the so called inquiry was held in English language with which the applicant was not conversant and he was not allowed English knowing assistant, he therefore requested the Inquiry Officer to hold the inquiry in Hindi so that he could understand the proceedings but his request was turned down which resulted in deprecation of his proper defence and effective participation in the proceedings.

It was submitted, that the applicant was not even allowed to cross examine witnesses produced against him and thereby he was wrongly prevented from bringing full and true facts before the Inquiry Officer.

It was further submitted by the applicant that the inquiry was biased and prejudicial and findings of Inquiry Officer were based on predetermined decision. That the inquiry was a sham show and conducted against all principal of natural justice and fair play.

It was further submitted that even the disciplinary authority did not supply a copy of inquiry report to the applicant and thus deprived him of his valuable right to represent against it. That the disciplinary authority had not afforded any opportunity to make representation before him before awarding major punishment of removal from service.

It was submitted that the applicant was not even allowed opportunity of personal hearing by the disciplinary authority. That the so called inquiry, an all proceedings connected therewith including impugned order removing the applicant from service are illegal, un-constitutional and against principles of natural justice.

It was further submitted from the side of the workman applicant that inquiry proceedings and even the proceedings imposing penalty of removal from service by the disciplinary authority were held ex parte and the applicant was not given opportunity to participate effectively.

From perusal of the inquiry proceedings it transpires that the inquiry has been held ex parte as the workman did not turn up. The workman has admitted in his cross examination that he attended the inquiry only on one date.

From perusal of the inquiry it also transpires that the Inquiry Officer during the course of inquiry recorded the statement of 9 witnesses namely S/Shri Yogendra Pal Singh, Assistant, Jai Ram, Khalasi, Badam Singh, Mahinder Singh, Girdhar Singh, P.S. Jain, JE, Kallu, SDC and Shri S.K. Sharma, JE.

From perusal of the statement of these witnesses it further transpires that the Inquiry Officer has cross examined the witnesses himself in order to ascertain the truth. It also becomes quite obvious from the proceedings that the workman was informed by registered letter dated 7-7-1976 for participating in the inquiry on 21st July at 11.00 AM. Shri Bal Swarup, Khalasi has stated that the workman was intimated regarding the next date of hearing but the workman avoided the inquiry proceedings. All the witnesses have deposed consistently that the workman left the work in the mid-day and he did not turn up again. Shri Jai Ram has stated that Shri Bal Swarup was asked to work with him on 15-12-1975 but he left the work at 2.45 PM. Shri Jai Ram has also stated that the workman quarrelled with him several times and threatened him to beat him outside the gate. Witness Shri Badam Singh has stated that on 19-6-1976 he tried to give a letter to the workman Sh. Bal Swarup but he refused to accept the same.

It further becomes quite obvious from the inquiry dated 3-8-1976 that the workman was given opportunity for 07-08-1976 and it was also mentioned that in case he failed to appear, ex parte inquiry would be held.

Shri Bal Swarup has been charged for his absence dated 10-07-1975, 14-07-1975, 16-07-1975, 18-07-1975, 26-07-1975, 28-07-1975, 30-07-1975, 31-07-1975 and 5-8-1975 to 9-8-1975. He was asked to submit written statement of his defence. He has been further charged for his absence on 23-10-1975. He has been further charged of dis-obedience in receiving letter of Shri C. N. Pandey, JE(E) on 26-11-1975.

It has been further alleged that Shri Bal Swarup again threatened Shri Pandey on 28-11-1975 when he was asked to work with Shri Manohar Lal, Cable Jointer. He was also charged for unauthorized absence at 3.00 PM on 15-12-1975 by Shri R.L. Tandon, JE(E). The workman has been supplied with the list of witnesses examined during the course of inquiry. The workman by his letter dated 29-12-1975 has submitted his explanation to the 3 charges mentioned earlier. Letter dated 16.02.1976 has been sent to him to send representation on the penalty proposed. The workman has submitted his explanation to the proposed punishment, so it becomes quite clear that before imposing punishment the workman was given personal hearing. All the witnesses have consistently deposed that the workman left duty unauthorisedly and he quarrelled with his co-fellows and 3 JEs.

It is of course true that the workman has not cross examined the management witnesses. Inquiry has been held against him ex parte but he has deliberately withdrawn himself from the inquiry proceedings. He has been given ample intimation regarding dates of inquiry but he absented himself intentionally on all the subsequent dates of inquiry after attending the inquiry only on one date.

It was further submitted from the side of the management that the workman was removed from service on 16.02.1977 and the dispute has been raised in this Tribunal in 2003. There is no explanation of this delay in claim statement. It transpires from perusal of the documents that he contested the matter in Civil Court but the proceedings of the Civil Court have been concealed in the claim statement. There is not even a word regarding delay in the claim statement and all the proceedings have been concealed deliberately. So there is delay of 26 years in raising the dispute before this Tribunal.

It was submitted from the side of the management that there is no explanation of delay. Not to speak of plausible or satisfactory explanation. There is no explanation at all what prevented the workman to approach this forum after a long period of 26 years. It is settled law that stale claim made after an inordinate and unexplained period could not be entertained.

My attention was drawn to 2005 (5) SCC page 91 paras 12 and 13. The Hon'ble Apex Court has held that

long delay impedes the maintenance of the records. Belated claim should not be considered.

It has been held in (2001) 6 SCC 222 as under :

"Law does not prescribe any time limit for the appropriate government to exercise its powers under section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service."

In the instant case reference has been made after a delay of long 26 years. Limitation Act is not applicable in ID cases but stale cases should not be considered. Delay in the instant case is inordinate and relief can be rejected on the ground of delay alone.

In the instant case the workman has absented himself unauthorisedly on several occasions. The working of the management suffered setback due to unauthorized absence of the workman.

There is no explanation of the delay by the workman so the reference is not entertainable in view of delay as has been held by the Hon'ble Apex Court referred to above.

It has been held in AIR 1976 SC page 1686 that when a charged employee intends or attempts to stultify the inquiry and his attitude is of complete non-co-operation ex parte inquiry is a valid inquiry. The workman has been given intimation by registered post but he declined to take part in the proceedings and failed to remain present. So ex-parte proceedings are justified in the present case.

From perusal of the records it is amply established that the workman has been given several opportunities for presenting himself in the inquiry proceedings. He has been given show cause notice. Inquiry has been conducted in English and Hindi both. So the management has observed the principles of natural justice in the inquiry proceedings. The inquiry is not vitiated. The workman is not entitled to get any relief as prayed for.

The reference is replied thus :

The action of the management of Executive Engineer (Elect.), CPWD, Hindon Electricity Division, Hindon Air Field, Ghaziabad in terminating Shri Bal Swarup, Khalasi w.e.f. 16.02.1977 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date: 04.01.2007.

R.N. RAI, Presiding Officer

नई दिल्ली, 8 जनवरी, 2007

का.आ. 296.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (संदर्भ संख्या 8/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-1-2007 को प्राप्त हुआ था।

[सं. एल-12012/166/2002-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 8th January, 2007

S.O. 296.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 8/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Canara Bank and their workmen, received by the Central Government on 8-1-2007.

[No. L-12012/166/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, BANGALORE**

Dated: 20th December, 2006

PRESENT

Shri A.R. Siddiqui, Presiding Officer

C.R. No. 8/2003

I PARTY

Shri P. Sunder Raju,
No. 245, 8th Cross, 3rd Stage,
Gokulam,
Mysore,
Karnataka State

II PARTY

The Deputy General
Manager, Canara Bank,
Disciplinary Action Cell,
Circle Office,
M.G. Raod,
Bangalore-560001

APPEARANCES

1st Party : Shri S. Ramesh
Advocate.
2nd Party : Shri T R K Prasad,
Advocate.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (2A) of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/166/2002-IR(B-II) dated 31st January, 2003 for adjudication on the following schedule:

SCHEDULE

“Whether the management of Canara Bank is justified by dismissing Shri P. Sunder Raju, Clerk from services w.e.f. 28-9-1998? If not, what relief the workman is entitled to?”

2. The case of the first party workman as made out in the Claim Statement, in brief is that while he was working as a Clerk in the management bank, was issued with the charge sheet dated 19-8-1997 alleging certain misconducts committed by him and on his denial of the charges, a Domestic Enquiry was conducted and on the basis of the Enquiry findings he was dismissed from service w.e.f. 28-9-1998. His appeal against the said dismissal order also came to be rejected compelling him to raise the dispute by way of conciliation proceedings resulting into the present reference. He contended that dismissal order was not justified for the reason that he did not commit any misconduct enquiry held against him was in violation of principles of natural justice, findings of the enquiry officer are perverse, the punishment of dismissal is disproportionate to the alleged misconduct, and that he has been removed from the services for the acts which he did with bona fide intentions without any malice and that he has not been gainfully employed after he was removed from services facing extreme difficulties.

3. The management by its Counter Statement contended that the reference is liable to be dismissed, the dispute being raised after a delay of 3 years as his appeal was rejected on 6-3-1999 and he raised the dispute in the year 2002. The case of the management in detail relevant for the purpose at Paras 3 to 6 is as under :—

That while the petitioner was working as Clerk at Tilak Nagar Branch, Mysore he was served with a charge sheet No. BLC : DAC : 3106 : E 37 : CH-89/97 dated 10-8-1997 for the alleged acts of misconduct committed by him. The gist of the charges are as follows : “In the past he was served with a charge sheet CH 95/94 dated 17-11-1994 for unauthorisedly removing a cheque book and consequent upon an enquiry held, he was found guilty of the charges and a punishment of “Stoppage of increment for a period of one year with cumulative effect” was imposed vide proceedings dated 28-7-1995. Again he was fraudulently obtained a cheque book from Tilaknagar Branch Mysore without the knowledge of the Supervisor working in SB department by putting fictitious signature in the cheque book issued register. On 16-12-1996 he was entrusted with the work pertaining to advances section of the branch. On that day he attended the work of issuing cheque books to three SB account holders as detailed below without the knowledge of the Clerk and Supervisor of SB department by making entries in the cheque book issued register.

S. No.	Name of A/c holder	SB A/c No.	Cheque book number from	To
1.	Prakash	8741	327601	327610
2.	Prakash Pereira	2741	327611	327620
3.	Shri E. P. Pereira	4915	327621	327630

In respect of cheque book issued to SB 8741, there was no requisition slip hence Shri SB Khadri, Special Assistant of the Branch enquired with him about the same

for which he informed him that he has issued the cheque book to his friend and he will hand over the requisition slip afterwards. He has initiated the cheque book issued register in respect of the cheque book number 327601-610 issued by him. Due to persistent follow up made by the branch, to get the requisition slip, he is reported of to have met one Shri Chennanke Gowda, Holder of SB account No. 10458 and handed over the cheque book bearing No. 327601-610 to him, by removing two leaves bearing numbers 327601 and 327602 even though the account holder was not in need of the cheque book and persuaded him to give a requisition for cheque book. On 19-12-1996 the branch received a requisition letter signed by Shri Chennanke Gowda requesting for issue of a cheque book through a messenger. On verification, it was observed that the requisition letter for issuing cheque book pertains to SB 10458 and not that of SB 8741 as mentioned in the cheque book issued register. Hence the branch instructed him to bring Shri Chennanke Gowda along with the cheque book for verification and correction of account number in the cheque leave. But, Shri Sunder Raju failed to comply with the branch instructions. On 16-1-1997 Tilaknagar Branch Mysore received a cheque bearing No. 327601 dated 15-1-1997 for Rs. 4000 issued by him on his SB account No. 10255 E favouring Shri GP Hombe Gowda and the same was presented across the counter and the balance in his account was only Rs. 3.23. On verification of records of the branch it was observed that the cheque number 327601 pertains to cheque book number 327601-610 issued by Shri P. Sunder Raju on 16-12-1996 purportedly to Shri Prakash holder of SB account No. 8741. Hence the cheque number 327601 was returned to the bearer with a memo indicating the reason "insufficient funds" and "cheque does not pertain to SB account No. 10255E". On further verification it was found that SB account No. 8741 pertains to Shri C. Gujarappa and not Shri Prakash as mentioned in the cheque book issued register. That Shri P Sunder Raju was not eligible for cheque book facility as per staff section (W) letter dated 23-10-1993. He has on the pretext of obliging Shri Prakash F. Pereira (who approached him for updating the OD Pass book) in issuing SB cheque books wrongfully took possession of three cheque books against two requisitions of the party, without the knowledge or permission of the Supervisor incharge of the SB department and issued the same. The party has acknowledged two cheque books in the cheque books issued register. In respect of cheque book bearing number 327601-610 he has made fictitious entry in the cheque book issued Register authenticated issuance of the cheque book with his own signature, against an acknowledgement whose signature cannot be identified. In order to conceal the fact of fraudulent obtention of cheque book he has persuaded Shri Chennanke Gowda, holder of SB account No. 10458 to give a requisition for cheque book even though he was not in need of the same. He had removed two cheque

leaves bearing numbers 327601 and 327602 from the said cheque book before handing over the same to Shri Chennanke Gowda with an ulterior motive of using the same for his pecuniary benefit. His action in issuing one cheque bearing number 327601 dated 15-1-1997 for Rs. 4000 to Shri G.P. Hombe Gowda without sufficient funds in the account towards repayment of money borrowed by him reveals fraudulent intentions on his part. Thus, by his above acts he has attempted to cause damage to the property of the bank and/or its customers and thus committed Gross misconduct within the meaning of Chapter XI Regulation 3 Clause (j) of Canara Bank Service Code. His above actions being prejudicial to the interest of the Bank, he has also committed Gross misconduct within the meaning of Chapter XI, regulations 3 Clause (m) of the Canara Bank Service Code.

4. The management further contended that the first party did not give reply to the charge sheet and thereupon DE was conducted against him and it was participated by him with the help of DR and on the conclusion of the enquiry, enquiry officer submitted his findings on 7-3-1998 holding him guilty of the charges levelled in the charge sheet. The management contended that enquiry proceedings were conducted in compliance of rules and principles of natural justice having provided reasonable and sufficient opportunity to the first party and the enquiry findings are very much based upon sufficient and legal evidence. The management contended that the disciplinary authority accepted the findings after giving opportunity of personal hearing to the first party and passed the punishment of dismissal which order of dismissal was also confirmed by the Appellate Authority. The Management contended that dismissal order was just and legal and punishment of dismissal was also quite proportionate to the gravity of the misconduct committed by the first party.

5. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 18-2-2005 framed the following preliminary issue:—

"Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper?"

6. During the course of the trial of the said issue the management examined the enquiry officer and got marked seven documents at Ex. M1 to M7 including the enquiry proceedings and enquiry findings and by way of rebuttal, the first party examined himself without getting marked any document.

7. After hearing the learned counsels for the respective parties on the above said issue, this tribunal by order dated 20-7-2005 recorded a findings to the effect the enquiry held against the first party by the management is fair and proper. Thereupon case came to be posted for arguments on merits i.e. with regard to the alleged perversity of the findings and quantum of the punishment.

8. Learned counsel for the first party vehemently argued that the findings of the enquiry officer are not supported by sufficient and legal evidence. He contended that statement of MW2 before the enquiry officer was not in accordance with his alleged statement at Ex. M5 made before the Investigation Officer. On other hand, the witness has supported the defence by showing her ignorance that she was not aware of entrustment of any other duties to the first party on 16-12-1996 by the Senior Manager thereby not denying the fact that the first party apart from working on Advances Department was also discharging his supervisory duties on 16-12-1996 on which date he happened to have issued the aforesaid three cheque books. He contended that statement of MW3 and MW6 are also not supporting the management and it is not believable to say that when MW3 himself was incharge of SB Department, above said Prakash approached the first party in whose favour cheque book was issued. He contended that MW3 being custodian of the cheque books it cannot be said that first party issued the aforesaid three cheques without his knowledge one in favour of Shri Prakash and the other two in favour of Shri Prakash Pereira as noted in the charge sheet. However he did not dispute the fact that the first party issued a cheque for Rs. 4000 favouring Shri GP Hombe Gowda not having sufficient funds in his SB Account. He contended that there was absolutely no loss caused to the Bank in the acts done by the first party which he did with all good intentions to serve the customers. He contended that there was no misappropriation of the funds belonging to the bank and therefore, there being no misconduct involving the moral turpitude, the punishment of dismissal was harsh and excessive to be modified under Section 11A of the ID Act.

9. Whereas, the learned counsel for the management vehemently supported the findings of the enquiry officer and took the court through the relevant statements of MW1 to 7 examined during the course of enquiry and various documents marked on behalf of the management. He contended that the various allegations made in the charge sheet have remained undisputed as could be seen from the cross examination of the management witnesses done on behalf of the first party. He submitted that by no stretch of imagination it can be said that findings are not supported by sufficient and legal evidence. On the quantum of the punishment he relied upon the following five rulings:

1. AIR 2000 SCP 3129
2. 2001 (1) LLJ SCP 1330
3. 1995 (1) LLJ Kar P 233
4. 1995 (1) LLJ Kar DBP 1076
5. 1999 (2) LLJ Kar DBP 155

He submitted that dismissal order passed against the first party was very much proportionate to the gravity of the misconduct committed by him as per the present charge sheet as well as in the light of the past service

record of the first party where under he was punished twice for similar misconducts.

10. After having gone through the enquiry findings coupled with oral and documentary evidence produced during the course of enquiry, I do not find substance in the arguments advanced for the first party that findings suffered from perversity. Learned enquiry officer after having analysed the oral and documentary evidence produced during the course of enquiry on pages 9 and 10 recorded his findings as under :—

“The CSE was permitted to open SB account only at Canara Bank, Tilaknagar branch as a special case without cheque book facility by SS(W) circle office, Bangalore but CSE has stealthily removed a cheque book and issued a cheque to a financial corporation earlier for which he was charge sheeted enquiry conducted and finding guilty punishment was awarded with the stoppage of increment for a period of one year with cumulative effect. But CSE has not corrected himself.

CSE has fraudulently obtained a cheque book bearing No. 327601—610 from Tilaknagar branch without the knowledge of the supervisor of the SB department on 16-12-1996 by putting fictitious signature in the cheque book issued register, when he was entrusted with the works of advances. In the process CSE has involved various customers of the bank and induced Mr. Chennanke Gowda to issue a cheque requisition.

CSE had removed two cheque leaves bearing No. 327601 and 602 from the said cheque book before handing over the same to Shri Chennanke Gowda with ulterior motive of using the same for his pecuniary benefit. He has issued one cheque bearing No. 327601 dated 15-1-1997 for Rs. 4000 to Shri T. P. Hombe Gowda without sufficient funds in the account towards the amount borrowed by him and the same was returned on 16-1-1997.

The charges alleged in detail in the charge sheet Ref. BLC DAC 3106 E 37 CH 89/97 dated 19-8-1997 have been proved with adequate proof of documents and deposition of witnesses.

All the documents marked as management exhibits are to be read as part and parcel of this brief.

Basing on the above, I submit to the appropriate authority that CSE has attempted to cause damage to the property of the bank and for its customers and thus committed gross misconduct within the meaning of Chapter XI Regulation 3, Clause (j) of Canara Bank Service Code.

Further above actions of CSE being prejudicial to the interest of the Bank, he has also committed gross misconduct within the meaning of Chapter XI Regulation 3 Clause (m) of Canara Bank Service code.”

11. There are absolutely no reasons not to agree with the findings of the enquiry officer if we take into

consideration the oral testimony of management witnesses being corroborated by the documentary evidence. MW1 who happened to be the Bank officer in his examination chief deposed to the fact that the first party was permitted to open his SB Account without cheque book facility as per the order dated 23-10-1993. He also deposed to the fact that by letter dated 28-2-1997 explanation of the first party was called for having obtained cheque book No. 327601 to 610 fraudulently for himself and thereafter inducing one Shri Channanke Gowda to issue a letter for issuance of cheque book. There was no cross examination worth mentioning shaking the statement of said witness. MW2 is another officer of the bank to state that first party was entrusted with the work of Advances Department on 16-12-1996 but he was not having any knowledge of entrustment of any other duties to the first party on 16-12-1996. Similar was the statement made by him in the cross examination when suggested that first party was also entrusted with supervisory duties apart from the duties of Advances Department. The next important witness for the management was MW3, the then Special Assistant working at the Management bank and he has spoken to the fact that on 16-12-1996 Shri Prakash Periera had come personally to receive both the cheque books and they were issued under his capacity being Supervisor of SB Department. He stated that on the above date the first party issued cheque books to Shri Prakash Periera as he approached him directly, who was also entrusted with supervisory duties but as on 16-12-1996 first party was not given the duties of supervisor to SB department. In his further examination chief he has deposed to the fact that SB account No. 10458 pertained to Shri Channanke Gowda and SB account No. 8741 pertained to Shri Gujarappa vide Ex. M11 and 12. He then identified the certified copy of the cheque issued by the first party to Shri G.P. Thombe Gowda for Rs. 4000 for SB account No. 10255 bearing cheque No. 327601 at Ex. M13. He then looked into Ex. M14 to certify that it was original cheque book issued register folio No. 20 from 14-12-1996 to 19-12-1996 and Ex. M15 was the original local delivery book. He also looked into Ex. M16 to say that it was original cheque refused register for the period 13-12-1996 to 16-1-1997. His statement relevant for the purpose was that the above said three cheque books were issued by the first party in his absence when he has gone out for nature's call and this fact was brought notice to him by the first party in the afternoon. He stated that after verifying the two cheque requisitions, he found that only the requisitions pertaining to SB Accounts No. 2741 and 4915 were available and whereas, there was no such requisition with regard to the third cheque book issued (in the name of Prakash) and when he questioned the first party about the non-availability of the requisition form said Prakash told that cheque book has been issued to his friend and he will get the requisition shortly. He then stated that on verifying Ex. M14 he confirmed that entries have been made by the first party himself for having issued the cheque book No. 327601—610 to said Prakash in respect of SB Account

No. 8741 under his signature. During the course of cross examination he was put a question that the first party was also entrusted with supervisory duties on 16-12-1996 and in that capacity while he (MW3) was away from the bank he (first party) had issued the three cheque books in the interest of rendering good customers service as well as in the capacity of supervisor and to that suggestion for the first party MW3 gave answer in the affirmative. MW4, the said T. P. Hombe Gowda speaks to the fact that above said cheque bearing No. 327601 for Rs. 4000 was issued to him by the first party. He was not cross examined on behalf of the first party denying the said fact. MW5 is the said Prakash F. Pereira on whose requisitions two cheque books were issued by the first party which fact has not been again disputed by the first party. MW6 is the then Sr. Manager to speak to the fact that he asked the first party to get the above said cheque book and bring the subject account holder for verification and that Ex. M10 is the requisition dated 19-12-1996 of one Channanke Gowda with respect to SB Account No. 10458 showing the name of the account holder as Prakash bearing SB Account 8741. He also spoke to the fact that the first party issued above said cheque dated 15-1-1997 for Rs. 4000 favouring T.P. Hombe Gowda. On behalf of the first party a suggestion was made to this witness saying that even though the first party was entrusted with the clerical duties on 16-12-1996, since he was also eligible for entrustment of supervisory duties for which allowance has been paid subsequently, there has been no malafide intention on his part in issuing the three cheque books which he did with sole intention of providing efficient customer service to one of the valued customers of the branch and MW7 is the Investigation Officer. Therefore, on going through the aforesaid testimony coupled with the documentary evidence brought on record, one thing which becomes crystal clear is that on 16-12-1996 the first party who was entrusted the job of Advances Department, issued the aforesaid 3 cheques, two of them in favour of said Prakash Periera against the requisition forms and one of them against Prakash as against Account No. 8741 and that cheque book was bearing No. 327601—610. These are the facts very much undisputed by the first party as no suggestion was made to any of the management witnesses denying the said fact. On the other hand, as seen above, suggestions were made to the relevant witnesses admitting that he issued those three cheques but it was done in the interest of banking business providing efficient service to the customers. There is no denial of the fact that the first party issued the above said cheque book in favour of said Prakash who was not the account holder of SB Account No. 8741 without obtaining any requisition in that respect. There is again no denial of the fact that is SB 8741 in fact belonged to one Mr. Gujarappa. There is also no denial of the fact by way of cross examination to the management witness that at the behest of the first party one Channanke Gowda made a requisition for issuance of cheque book having SB Account No. 10458 but in his requisition mentioned the account

No. as SB 8741 mentioning the name of said Prakash. The first party also did not dispute the fact that he issued the cheque leaf bearing No. 327601 dated 15-1-1997 for Rs. 4000 favouring one Mr. T.P. Hombe Gowda though he had no sufficient funds in his SB Account and had no facility of cheque book, as noted above. Therefore, almost all the allegations made in the charge sheet against the first party have been very much substantiated in the oral testimony of MW1 to 6 and the documents corroborating the oral evidence coupled with the admissions of first party himself. The contention of the first party that he issued the said cheque book in the name of Prakash showing account No. SB 8741 and other two cheque books in favour of Prakash Periera with an intention to provide service, despite, the fact he was not the incharge of the SB department it is hard to be believed as he issued the said cheque book in favour of said Prakash showing him SB account holder No. 8741, as undisputedly, said Prakash was not the account holder of the management bank much less holding SB 8741 which undisputedly belonged to one Gujarappa. Not only he issued the said cheque in favour of said Prakash without requisition form but also appears to have persuaded said Channanke Gowda to make a requisition as against the said SB Account 8741 for issuance of cheque book though he held SB account 10458. He undisputedly issued the above said cheque bearing No. 327601 dated 15-1-1997 in favour of said Hombe Gowda for a sum of Rs. 4000 knowing fully well that he had no sufficient funds in his SB account and that the said cheque leaf was in respect SB 8741 and in respect of his own SB account as he was permitted to open the SB account without cheque book facility. Therefore, all these above acts of the first party cannot be taken to be committed by him without any *mala fide* intention. Therefore, the findings of the enquiry officer holding him guilty of the charges, by no stretch of imagination, can said to be suffering from perversity and therefore, held to be fair and proper.

12. Now coming to be quantum of punishment, there is no denial of the fact that on previous two occasions also the first party has been dealt with punishment of stoppage of increment for a period of one year with cumulative effect for unauthorisedly removing cheque book which is the misconduct similar to one of the misconduct committed by him in the present proceedings. Therefore, under the facts circumstances of the case, the nature of misconduct committed by the first party and also not ignoring the fact that he was punished in the past for similar misconducts, it appears to me in the interest of justice to modify the dismissal order as of the order of termination of the first party from the service w.e.f. the impugned punishment order enabling him to receive the service benefits available under the rules and regulations of the management. Accordingly, the reference is answered and following award is passed :

AWARD

The punishment of dismissal passed against the first party is hereby modified replacing it by punishment of termination of the services of the first party from the date

of impugned punishment order. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 20th December, 2006).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 9 जनवरी, 2007

का.आ. 297.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एमीरात्स एअरलाइंस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 63/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-1-2007 को प्राप्त हुआ था।

[सं. एल-11012/23/2005-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 9th January, 2007

S.O. 297.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 63/2005) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Emirates Airlines and their workmen, which was received by the Central Government on 8-1-2007.

[No. L-11012/23/2005-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 5th December, 2006

Present :

K. Jayaraman, Presiding Officer

Industrial Dispute No. 63/2005

[In the matter of the dispute for adjudication under Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of the Emirates Airlines and their workmen].

BETWEEN

Sri Mohamed Moosa Mohamed : I Party/Petitioner

And

The H.R. Manager—Business : II Party/Management Support, Emirates Airlines, Mumbai.

APPEARANCE

For the Petitioner : M/s. P.K. Ibrahim, Advocates

For the Management : M/s. Kochhar & Co., Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-11012/23/2005-IR(CM-I) dated 22-7-2005 has.

referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :

“Whether the action of the management of Emirates in terminating the services of Shri Mohamed Moosa Mohamed *vide* order dated 31-3-2001 is justified? If not, to what relief is the workman entitled?”

2. After the receipt of the reference, it was taken on file as I.D. No. 63/2005 and notices were issued to both the parties and they have entered appearance through their advocates and filed there Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows:

The Petitioner/workman joined the services of the Respondent/Management after resigning his job as Air Freight Supervisor in Dubai with Azerbaijan Airlines and he joined as a security warden under the Respondent/Management. The Chief of Group Security of Emirates Airlines, Dubai has instructed the office of Bombay and Chennai to post the workman as security warden grade 5 with effect from 1-8-2000. Accordingly, he joined the Office of the Emirates at Bombay on 1-8-2000. Then he was asked to report for duty at Chennai and on 16-9-2000 an employment contract dated 30-8-2000 was executed between the Emirates and the Petitioner, in which both the parties have admitted the date of joining duty as 1-8-2000. While so, the Station Manager of Chennai Airport for the reasons best known to him was indifferent to the Petitioner and started instructing him to do duties other than that of security warden and for this the Petitioner objected to and it was brought to the notice of the Chief of Group of Security, who thereafter issued orders to the concerned authorities. Aggrieved by the order, the Station Manager's ill feelings aggravated towards the Petitioner. Probationary period as per employment contract is the first six months of service. Thus, the Petitioner was a permanent employee in the services of Emirates w.e.f. 1-2-2001. While so, on 17-2-2001 at 1.45 am the Petitioner met with a road accident and sustained serious injuries and was taken to Kaliyappa Hospital and thereafter to Miot Hospital, Chennai. A criminal case was also registered as Crime No. 110/AM 1/2001 at Shastri Nagar Traffic Police Station. The Petitioner was admitted in Miot Hospital in an unconscious stage, which lasted for one week. The Petitioner was semi-conscious for three weeks thereafter and he remained in ventilator for four weeks. He had extra dural Haematoma right temporal with sub arachnoid Haemorrhage and had to undergo craniotomy to evacuate the Haematoma. He was in the hospital as inpatient till 5-5-2001. At the time of discharge, he was advised for reconstructive surgery of his face at a later date. Again, he was re-admitted to the hospital on 15-1-2002 for correcting facial injury by Dr. Musthafa. At the time of accident he was unconscious and the hospital authorities recognised his identity from the identity card and contacted his family and his cousin

Mr. Farook reported his state in Coma to his colleague Mr. Teosyas Rajha who was working under Respondent/Management and the Station Manager at the office of Emirates at Chennai. According to the service conditions of employees under Emirates, all employees other than those employed on temporary or part time basis are entitled to pay of sick leave and according to the service conditions, absence due to sickness is regarded as authorised absence and is eligible for payment. The Petitioner's absence due to accident was notified to the Station Manager on 17-2-2001 itself from Kaliyappa Hospital by the Petitioner's cousin Mr. Farook and his colleague Mr. Rajha. After that the Station Manager was under legal obligation to sanction paid sick leave. But, the Station Manager has not granted any sick leave even after being notified the accident. To his shock and surprise, the Station Manager proceeded to cause the order of termination dated 31-3-2001 that he was unable to report for work since 17-2-2001 and it was not served to the Petitioner personally and it was addressed to the Petitioner's Kerala address and he has received the termination letter only after ten months by which time he started attending to his affairs by himself. In the meanwhile, his relative claiming reimbursement of medical expenses, sent a communication on behalf of the Petitioner. Since it cannot be claimed as industrial injury, he was advised to contact concerned officials to find out regarding the benefits to an employee of the company under the given circumstances. In the termination notice, it is alleged that he was appointed on probation by 30th August, 2000 and that the accident in which he was involved was unconnected with the work of the company during the period of probation and that he has been unable to report for work since 17-2-2001 and therefore, the termination was ordered. But, the order of termination is arbitrary, illegal and against the provisions of service conditions of employees and in violation of principles of natural justice. The Petitioner's entry in service was on 1-8-2000 and he joined at Emirates office at Bombay and was paid salary of that month. He joined Chennai office on 1-9-2000 and his employment contract dated 30-8-2000 signed on 16-9-2000 admits this fact. Therefore, he has completed his probation on 30-1-2001 and the accident occurred only after the probationary period. Therefore, his services could not have been terminated alleging as one still in probation. Further, the reason for unable to report for work from 17-2-2001 being on account of accident and hospitalisation which was duly notified to the employer cannot be said to be a valid ground inasmuch as when an employee fails to report for duty for seven consecutive days or more without authorisation and he should be subjected to disciplinary action which includes termination in absentia. But, no such enquiry was conducted before termination of the services of Petitioner nor he was issued with any warnings. Even though he has made several representations, the Respondent/Management has not sent any proper reply. The Petitioner while undergoing the treatment applied for

disability certificate for which he was examined by a medical board consisting of five expert Doctors who after assessing have certified that he is totally and permanently disabled for all work which he was capable of performing and that he is complexly and permanently incapacitated for further service of any kind in the establishment. But, however, after the treatment he has remarkably recovered his health from 100% disability and hopes to join duty in a phased manner under the direct supervision of injury management team of Emirates through effective and appropriate rehabilitation process. But the Respondent/Management by a communication dated 24-8-2004 rejected the appeal retracting from their stand after having treated the petition as appeal stating that the appeal is not maintainable since it was not made within the prescribed time and so on. Then he approached the Assistant Labour Commissioner (Central) and raised a dispute challenging the illegal termination. It is false to allege that the Petitioner is in supervisory cadre. The Petitioner has absolutely no control over the ground handling agents either directly or indirectly and he has only a duty to monitor their activities and ensure their services. The functions of Security Warden 4 and 5 are one and the same and they have no managerial or administrative functions to be discharged. The Petitioner is in the lower cadre in the hierarchy of the various posts in the services of the Emirates Airlines of Respondent/Management. Therefore, the order of termination is *per se*, illegal, arbitrary and void being violative of principles of natural justice and the procedure prescribed for the Disciplinary Action, if at all warranted. Though the Petitioner has received one month's notice pay, accepting one month's salary in lieu of notice period will not in any way affect his legal right to challenge the order of termination and there is no waiver of legal rights. Hence, for all these reasons, the Petitioner prays that an award may be passed directing the Respondent to reinstate the Petitioner into service with all back wages and other service benefits.

4. As against this, the Respondent in its Counter Statement contended that at the outset, the Respondent/Management disputes the maintainability of this dispute before this Tribunal. Only a workman as defined under the provisions of I.D. is entitled to raise a dispute before this Tribunal and in the instant case, the Petitioner is not a workman as defined under Section 2(s) of the I.D. Act. The Petitioner is acting in a supervisory role and he falls within the exception to Section 2(s)(iv) of the Act. It is false to suggest that the Petitioner's probation commenced on 1-8-2000. The deemed joining date of 1-8-2000 stipulated in the agreement is only for the purpose of calculating the total service and the Petitioner's probation commenced on 30-8-2000. Only after completing the probationary period of six months the Petitioner has become a full-fledged employee of the Respondent/Management. But the Petitioner stopped attending work on and from 17-2-2001 and therefore, on 31-3-2001 the Petitioner's probation was concluded by a letter of termination simpliciter. Therefore, the action of the management is perfectly in accordance with the law. It is false to allege that there was ill-will ever existed between the Petitioner and the Station Manager. It is no doubt true that the Petitioner suffered from a very

serious and debilitating accident on 17-2-2001 and the Respondent/Management has rendered timely assistance and *ex-gratia* help to him. Thus, the Respondent issued him a cheque for Rs. 4,83,360 but the Petitioner after receiving the amount and decided to make this claim. The accident was not happened in the course of his duty and therefore, the Respondent/Management has no obligation to pay him any compensation. It is false to state that the Petitioner is entitled to sick leave. Further, it is false to state that the Station Manager was then under any obligation to sanction sick leave. The Respondent/Management enclosed the cheque for Rs. 22,180 towards the full and final settlement of all the Petitioner's entitlements. The Petitioner not only received cheque but wrote to the management subsequently on 24-10-2002 requesting the Respondent to revalidate the cheque which the Respondent/Management did promptly. Therefore, the Petitioner after having received, now turn around and claim that he is not a probationer and that he is entitled to continue in employment and the provisions of Employees' Regulations of Emirates Airlines referred to by the Petitioner have no application to the Petitioner, who is not a confirmed employee. The notification of the accident is disputed and therefore, Station Manager was under no obligation to grant sick leave to the Petitioner and the order of termination simpliciter is perfectly valid. The Petitioner is not entitled to any disciplinary hearing, since he is a probationer and it was rightly dismissed even in the appeal. The security warden has considerable decision making power and autonomy as would be seen from the job description. Therefore, the Petitioner is far more than a workman and is a highly paid executive acting in a supervisory capacity. Therefore, the industrial dispute is not maintainable. The encashment of cheque amounts to acceptance by the Petitioner of Respondent/Management's letter dated 31-3-2001 and the subsequent letter dated 24-10-01 makes it clear that the acceptance of cheque in full and final settlement was unreserved and unequivocal. Further, the Petitioner is gainfully employed otherwise he is not entitled to reinstatement or back wages or any other form of compensation. Hence for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner in the rejoinder alleged that the post of security warden is the lower cadre in the hierarchy of the various posts in the service of Respondent/Management. Neither power of assigning duties or distribution of work to any subordinates nor supervision of any work of any of the employees of the Respondent/Management. Therefore, clause (iv) of Section 2(s) has no application to this case. The probationary period commenced from the date of joining. The date of joining has been specified as 1-8-2000 under employment contract dated 30-8-2000. Therefore, the workman has completed his probation on 30-1-2001 and he is entitled to his claim. As a matter of fact, even the employee during the contractual probationary period is entitled to get paid sick leave, if he is absent due to sickness. It is false to allege that the Respondent/Management had paid *ex-gratia*, on the other hand, the insurance amount was paid to the Petitioner and that too on 30-10-2003 i.e. two years and eight months

after the accident. Only on account of the accident and consequent treatment in hospital, the Petitioner became in the state of penury and even a debtor owing money to friends and relatives for raising loans for treatment. Nearly 15 lakhs was spent by that time for his treatment. In these circumstances, the Petitioner made request to revalidate the cheque received by him with the termination letter. However, the encashment of this cheque by revalidating it in 2002 will not take away his statutory right to challenge the illegal action. The services injury management team is available to all employees whether the injury sustained by him is during the course of employment or otherwise. As security warden, he has no control over the ground handling agent or any other staff and has no power to allot any work and supervise the same. The confirmation after probation period is automatic by virtue of sub-clause 1.5 of Clause C 2-1 of Employment Regulation Manual and the decision relied on by the Respondent/Management has no application to the facts of this case. Hence, the Petitioner is entitled to reinstatement with back wages and consequential relief.

6. In these circumstances, the points for my consideration are :—

- (i) "Whether the action of the Respondent/Management in terminating the services of the Petitioner by an order dated 31-3-2001 is justified?"
- (ii) To what relief the Petitioner is entitled?"

Point No.1:

7. The dispute is raised by the Petitioner for reinstatement into the services of Respondent/Management with back wages and other attendant benefits. The Petitioner examined himself as WW 1 and on his side one Mr. Farook was examined as WW2. The Petitioner has marked documents Ex. W1 to W23. As against this, on the side of the Respondent/Management one Ms. Sabena Khattar, H.R. Manager was examined as MW 1 and one independent witness Mr. K. P. Kumar was examined as MW2 and 16 documents were marked as Ex. M1 to M16.

8. It is an admitted fact that Mr. Mohamed Moosa Mohamed, the Petitioner in this dispute, was employed by the Respondent/Management as security warden and he met with an accident on 17-2-2001 and sustained serious injuries and treated in Kaliyappa and Miot Hospitals, Chennai and he was discharged on 5-5-2001 from the Miot Hospital and before that the Respondent/Management has terminated his service w.e.f. 31-3-2001. According to the Petitioner the termination is arbitrary, illegal and against the provisions of service conditions of employees of Respondent/Management and also in violation of principles of natural justice. As against this, the Respondent/Management contended that the termination is perfectly in accordance with law and the Petitioner was only a probationary security warden and he was not a full-fledged employee. Since the Petitioner stopped attending the work on and from 17-2-2001, the Petitioner's probation was concluded by a letter of termination simpliciter. The Respondent further contended that since the Petitioner is not a workman as defined under the provisions of I.D. Act, he is not entitled to claim any relief before this Tribunal. Thirdly he contended that his claim is not maintainable before this Tribunal.

9. We will take the contention of the maintainability as a first point.

10. Learned counsel for the Respondent contended that the workman as defined under the provisions of Section 2(s) of the Industrial Disputes Act, it says 'workman' means any person including apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward..... but it does not include any such person (iv) who being employed in a supervisory capacity draws wages exceeding one thousand six hundred rupees per mensem or exercise either by the nature of duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature. In this case, the Petitioner was appointed on probation on 1-8-2000 as security warden at Chennai Airport. The first and foremost duty of the Petitioner is to supervise the ground handling agents security activities at all areas of work and thus, he was acting in a supervisory capacity and his basic salary is more than Rs.17,360 per month, thus, he falls within the exception to Section 2(s)(iv) of the I.D. Act. Therefore, he cannot be called as a workman. Further, it is contended that as a security warden, the Petitioner's duty was to supervise the ground handling agents security activities to do special check, to supervise the loading and off loading, to liaise with ground handling agents to check no excess baggage is loading i.e. to supervise the loading process, to attend security training, to ensure that the ground handling agents accept cargo as per Emirates Airline procedure and to ensure that the documentation is in order i.e. to supervise the acceptance of cargo by the staff and the documentation, to ensure cargo is screened i.e. to supervise the staff responsible for screening of cargo, to ensure GSA staff are available during loading and to check cargo weight i.e. to supervise the GSA staff, to ensure ground handling agents staff permit excess baggage as per airline procedures and he is expected to interact closely with the ground handling agents staff, caterers, security staff, cleaners and various agencies and to supervise their operations. Thus, he has considerable decision making powers and autonomy as would be seen from the job description. These acts show that the Petitioner is far more than a workman and is highly paid executive acting in a supervisory capacity and he has no requirement for protection of the Labour laws. He is capable of safeguarding his own rights and interests. Therefore, this dispute is not maintainable, as the Petitioner is not a workman.

11. But, as against this, learned counsel for the Petitioner contended that as a security warden, the duty of the Petitioner was to check and report regarding working performance of ground handling agents of Air India, who undertake the offloading and loading of baggage and the various checking process which under a contract Air India is bound to do for and on behalf of the Respondent/Management. He has no decision making power and autonomy as alleged by the Respondent and he is not an executive acting in a supervisory capacity. From the job accountabilities, it is only the duty of the ground handling agents and general sales agent to do the actual security services for the Respondent/Management and the function of the security warden is to check whether they are doing their functions in accordance with the rules and report about the quality of their services to the management of Emirates. He is the lowest cadre among the security warden

in the Respondent/Management. The Petitioner as a security warden has no control over the ground handling agents or any other staff as he has no power to allot any work and supervise the same. Therefore, the contention of the Respondent/Management that the Petitioner is not entitled to the status of workman as defined under the provisions of Industrial Disputes Act is not maintainable.

12. From the arguments of both sides, it is clear that the Petitioner worked as a security warden which is the lowest cadre in the Respondent/Management and it is not shown through any documentary evidence that he has supervised anybody else or exercised control over any persons. Under such circumstances, I find there is no point in the contention of the learned counsel for the Respondent that the Petitioner is in the managerial cadre or supervisory cadre and he is not entitled to any benefits under the provisions of Industrial Disputes Act as a workman.

13. The next contention of the learned counsel for the Respondent is that on the date of termination namely 31-3-2001 he was only a probationer and by the letter of termination simpliciter, the probation of Petitioner was concluded and this order of termination is perfectly valid in accordance with law. It is further alleged that the Petitioner's probation commenced on 30-8-2000 under the original of Ex.W3 namely true copy of the employment contract dated 30-8-2000, wherein it is clearly stated that he should be continued to be in probation for a period of six months and for a further period of three months at the discretion of Respondent/Management, and only after a satisfactory completion of probation and upon the management issuing a confirmation letter, the Petitioner is entitled to become a full fledged employee of the Respondent/Management. But, in this case, it was never happened. The Petitioner stopped attending the work on and from 17-2-2001 and on 31-3-2001, the Petitioner's probation was concluded by a letter of termination simpliciter and therefore, it cannot be questioned before this forum.

14. But, as against this, the learned counsel for the Petitioner contended that the Respondent/Management appointed the Petitioner as a security warden in Grade 5 and instructed him to report for duty at Mumbai even on 1-8-2000. Accordingly, he joined the office of the Respondent/Management at Mumbai on 1-8-2000 which is evident from Ex.W 1, which is the copy of instruction permitting the Petitioner to report for duty at Mumbai on 1-8-2000. Then the Petitioner was asked to report for duty at Chennai. Only on 16-9-2000 the employment contract namely original of Ex.W3 was executed between the Respondent/Management and the Petitioner, in which also, both the parties had admitted the date of joining of duty of the Petitioner as 1-8-2000. The probationary period as per the employment contract under Ex.W3 is first six months of service. The period of six months commenced from the date of joining of service namely 1-8-2000 which expired on 31-1-2001. According to the Employees Manual of the Respondent/Management (relevant pages) which are marked as Ex.W21 series, "if the probationary period elapses without formal advice to the employee as to whether the performance is satisfactory or otherwise, the probationary period is deemed to be satisfactorily

completed" and in this case, the Petitioner was not given any formal advice as to whether his performance is satisfactory or otherwise and the probationary period is elapsed, therefore, as a result, the Petitioner's services in the Respondent/Management Emirates airlines had become permanent and therefore, the Petitioner is thus, a permanent employee in the services of Emirates with effect from 01-02-2001. The contention that 1-8-2000 stipulated in the agreement is only a deemed joining date for the purpose of calculating the total service is without any merits. Further, it is alleged that there is no other date under contract for the purpose of total service distinguishing it from the date of actual joining. Therefore, the date of probation and for total service is one and the same, in as much as the total service includes the period of probation also. The Petitioner has completed probation on 30-1-2001 calculating from the date of joining i.e. 1-8-2000. Further, in the employment manual, it is stated that 'during the period of probation, if the employee's performance is found not satisfactory, the Country Manager or Line Manager will advise the employee in writing, giving reasons or specific objectives for improvement.' It is further clearly stated that if the probationary period elapses without formal advice to the employee as to whether the performance is satisfactory or otherwise, the probationary period is deemed to be satisfactorily completed. But, in this case, the Petitioner was not given any advice in writing giving reasons and specific objectives for improvement. Therefore, the Petitioner is deemed to be completed the probation in successful manner. Therefore, the operation of Clause 1.5 under Chapter C 2-1 of the Employment Regulation Manual will hold good and he has completed the probation and the requirement of issuing confirmation letter does not arise at all to become a full fledged employee of the Respondent/Management, in view of the deeming provision under Clause 1.5 of Chapter C 2-1 of Employment Regulation Manual.

15. I find much force in the contention of the learned counsel for the Petitioner. Though on the side of the Respondent, it is argued that 1-8-2000 stipulated under Ex.W3 agreement is only a deemed joining date for the purpose of calculating the total service, I find there is no point in the contention of the Respondent/Management because nowhere in the agreement it is mentioned that 1-8-2000 mentioned in the agreement is stipulated only for the purpose of calculating the total service and there is no difference between calculating total service and actual date of joining. From Ex.W 1 it is clear that the Petitioner was asked to join duty on 1-8-2000 at Mumbai and the Petitioner alleged that he joined duty on 1-8-2000 at Mumbai and after that he was directed to join duty at Chennai. Therefore, the contention of the learned counsel for the Respondent that the Petitioner has joined duty only on 30-8-2000 is without any substance. As such, the Petitioner has completed the probation on 31-01-2001 and he is a full fledged employee of the Respondent/Management from 1-2-2001. As such, I find there is no point in this contention also.

16. The next contention of the learned counsel for the Respondent in this case is that even assuming without

conceding that this dispute is maintainable before this Tribunal and the Petitioner has completed the probation, this dispute is not maintainable on the ground that he is estopped from claiming reinstatement because on 31-3-2001 under the original of Ex.M3/W11 the Petitioner was informed by a termination letter and also given a cheque for Rs. 22,180 in lieu of the notice pay. Under the original of Ex. M5, the Petitioner has accepted the payment of Rs. 22,180 and he has also written a letter for revalidating the cheque, since he has not encashed the same. Therefore, again under Ex. M7 letter, the Respondent/Management revalidated [issued a new cheque] for the said amount which was accepted without any objection. Further, the Petitioner has also claimed provident fund account and Ex. M11 to M14 which are copies of e-mail letters clearly show that he has claimed provident fund accumulation after the termination of the Petitioner and the Petitioner has also admitted that he has been terminated from service in those letters. Not only he has not objected to these letters, but he has accepted and received the money given by the Respondent/Management without any murmur. Under such circumstances, the Petitioner is estopped from claiming reinstatement with back wages.

17. But, as against this, on behalf of the Petitioner it is contended that even the alleged one month notice pay was given only in the year 2003 and in many cases, it is held accepting the salary will not in any way affect his legal right and there is no waiver of legal rights. It is further contended that on account of the serious accident and medical treatment in hospital, the Petitioner has become to the state of penury even the debtor owing money to friends and relatives for raising loans for treatment and the Petitioner has spent nearly 15 lakhs by that time for his treatment. In these circumstances, the Petitioner made request to revalidate the cheque with termination letter. However, the encashment of cheque by revalidating it in 2002 will not take away his statutory rights to challenge the illegal action and the encashment of cheque is of no consequence on his right to challenge the illegal termination.

18. I find much force in the contention of the learned counsel for the Petitioner because merely because the Petitioner has received the notice pay, while he was in distress and in pecuniary circumstances, it cannot be said that he has waived his claim and he is estopped from claiming the benefits under I.D. Act. Further, it is not shown that in such circumstances, the plea of estoppel will apply to the circumstances of this case. Therefore, I find much force in the contention of the learned counsel for the Petitioner that there is no waiver on legal rights.

19. Then again learned for the counsel Respondent contended that even in Ex.W14 namely copy of the petition addressed to Chairman of the Respondent/Management dated 1st January, 2004, the Petitioner has not prayed for reinstatement or back wages and he has only claimed damages against the Respondent/Management. From this letter also, it is clear that he has waived his right of reinstatement and it shows that he is not interested in employment and he wants only damages or compensation and therefore, this dispute cannot be raised before this Tribunal.

20. Again, learned counsel for the Petitioner contended that there is no waiver against the legal rights. No doubt, the Petitioner claimed certain damages against Respondent/Management, but at that time, he has no knowledge about his legal rights and merely because he has raised the plea of damage, it cannot be said that he is not entitled to maintain this dispute.

21. I find much force in the contention of the learned counsel for the Petitioner. Since the person who has no knowledge about the legal remedies has claimed damages against the Respondent/Management, it cannot be said that he has waived his right of reinstatement before the legal forum. As such, I find there is no point in the contention of the learned counsel for the Respondent.

22. Then again, learned counsel for the Respondent contended that though the Petitioner alleged that his accident was informed to the Respondent/Management and though he examined one Mr. Farook, close relative with regard to the intimation given by him orally to the Station Manager of the Respondent/Management, he has not established the same with any satisfactory evidence that the Petitioner's accident was informed to the authorities of Respondent/Management on 17-2-2001. Therefore, the action taken by the Respondent/Management is valid in law and it cannot be questioned.

23. Though I find some force in the contention of the learned counsel for the Respondent, in this case, it is only oath against oath. The Petitioner alleged that his cousin Mr. Farook reported his stage in Coma for a period of 3 to 4 months, who was examined as WW2 has informed the same to the Respondent/Management and his friend and his colleague Mr. Rajha has also informed the same to the management, it cannot be proved by any other means, but it is a fact that the Petitioner has involved in serious accident and he was in Coma stage - unconscious and semi-unconscious for a period of more than three or four months. Under such circumstances, it cannot be said that the Petitioner has to prove this fact with any documentary evidence. Since it is not denied that the staff of the Respondent/Management has visited the Petitioner while he was in hospital and since the Respondent/Management has not seriously denied the fact that Petitioner's accident was not informed to the Respondent/Management, I find it is true that Petitioner's relative had informed the Respondent/Management with regard to the accident of Petitioner took place on 17-2-2001. As such, I find the Petitioner is a permanent employee under the Respondent/Management and since no departmental proceeding was taken against the Petitioner as per the Employment Manual of Respondent/Management, I find termination order issued by the Respondent/Management is not valid in law. As such, I find the action of the Respondent/Management in terminating the services of the Petitioner *vide* order dated 31-3-2001 is not justified.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioner is entitled?

24. In view of my foregoing findings that the action taken by the Respondent/Management is not legal and

justified, I find the Petitioner is entitled to reinstatement into the service of Respondent/Management. Therefore, I, direct the Respondent/Management to reinstate the Petitioner into service with full back wages, continuity of service and other consequential relief. No Costs.

25. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 5th December, 2006.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined:—

For the Petitioner	WW 1 Sri Mohamed Moosa Mohamed WW2 Sri Farook S.T.
For the Respondent	MW1 Ms. Sabena Khattar MW2 Sri K.P.Kumar

Documents Marked :—

For the I Party/Petitioner :—

Ex.No.	Date	Description
W1	25.07.00	Xerox copy of the instruction directing the Petitioner to report for duty at Bombay on 1-8-2000.
W2	31-07-98	Xerox copy of the certificate of experience with Azerbaijan Airlines.
W3	30-08-00	Xerox copy of the employment contract entered into Between Respondent/Management and petitioner.
W4	16-12-00	Xerox copy of the e-mail from Abdulla Al Hashimi.
W5	Nil	Xerox copy of the discharge summary given by Miot Hospital.
W6	Nil	Xerox copy of the English translation of FIR regarding Accident.
W7	07-02-04	Xerox copy of the certificate issued by Miot Hospital Giving details of injuries.
W8	11-05-04	Xerox copy of the certificate issued by Dr. M.V. Jalaludheen, Chairman & Medical Director of Unity Health Complex.
W9	25-06-01	Xerox copy of the judgment of Metropolitan Magistrate Court, Saidapet, Chennai.
W10	Nil	Xerox copy of the postal cover sending letter of Termination.
W11	31-03-01	Xerox copy of the termination letter.
W12	18-03-01	Xerox copy of the communication of Mr. Rajendra.
W13	25-10-02	Xerox copy of the communication from Petitioner to Respondent/Management.
W14	01-01-04	Xerox copy of the petition addressed to Chairman, Emirates Airlines.
W15	11-02-04	Xerox copy of the communication from Sophia Panaliyotu to Petitioner.
W16	20-02-03	Xerox copy of the medical certificate issued by District Medical Board, Kollam.

W17	24-08-04	Xerox copy of the order issued by Respondent/Management Against the appeal of Petitioner.
W18	20-12-04	Xerox copy of the objection filed by Respondent before Assistant Commissioner of Labour (Central), Chennai.
W19	series Nil	Xerox copy of the pay slips of Petitioner from September, 2000 to January, 2001.
W20	Nil	Xerox copy of the computation of total income of Petitioner for 2001-02.
W21	series Nil	Xerox copy of the relevant pages of Aviation Security Manual/Employees Regulation Manual under the Head Probationary period of employees.
W22	Nil	Xerox copy of the relevant pages of employees Handbook under the Head Personal Accident Insurance.
W23	Nil	Xerox copy of the e-mail received by Petitioner from Salma Mansoor who attended the Petitioner first at Accident spot.

For the II Party/Management :—

Ex.No.	Date	Description
M1	Nil	Xerox copy of the e-mail correspondence between Petitioner and Respondent/Management.
M2	Nil	Xerox copy of the Form 19 submitted by Petitioner.
M3	31-03-01	Xerox copy of the letter from Respondent to Petitioner.
M4	31-03-01	Xerox copy of the cheque for Rs. 22,180.
M5	24-10-02	Xerox copy of the letter from Petitioner to Respondent for revalidation of cheque.
M6	23-01-03	Xerox copy of the cheque for Rs. 22,180.
M7	24-01-03	Xerox copy of the letter from Respondent to Petitioner.
M8	Nil	Xerox copy of the bank statement.
M9	30-10-03	Xerox copy of the cheque for Rs. 4,83,360.
M10	Nil	Xerox copy of the bank statement.
M11	Nil	Xerox copy of the e-mail correspondence between Petitioner and Respondent.
M12	Nil	Xerox copy of the e-mail correspondence between Petitioner and Respondent.
M13	Nil	Xerox copy of the e-mail correspondence between Petitioner and Respondent.
M14	Nil	Xerox copy of the e-mail correspondence between Petitioner and Respondent.
M15	Nil	Xerox copy of the e-mail correspondence between Petitioner and Respondent.
M16	Nil	Xerox copy of the timetable of Emirates.

नई दिल्ली, 9 जनवरी, 2007

का.आ. 298.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोच्ची के पंचाट (संदर्भ संख्या 118/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-1-2007 को प्राप्त हुआ था।

[सं. एल-11012/9/2006-आईआर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 9th January, 2007.

S.O. 298.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 118/2006) of the Central Government Industrial Tribunal/Labour Court, Kochi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Air India, and their workmen which was received by the Central Government on 8-1-2007.

[No. L-11012/9/2006-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL-
TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM

PRESENT

Shri P.L. Norbert, B.A. L.L.B., Presiding Officer

Thursday the 21st day of December, 2006

I. D. 118/2006

Workman/Union : The Regional Secretary, Kerala
Air India Employees's Guild,
Museum Road,
Vellayambalam,
Thiruvananthapuram-695 033.

Management : The Director (HRD),
Air India,
Central Office,
Old Airport, Santacruz,
Mumbai-400 029.

Adv. M/s. Joseph & Kuriyan

AWARD

This is a reference made by Central Government under Section 10 (1)(d) of Industrial Disputes Act, 1947 to this court for adjudication.

2. The demand of the worker is for regular appointment in the service of Air India. When the matter came up for consideration the union remained absent. The management is present. It has to be presumed therefore that there is no existing dispute. In the result an award is passed finding that the demand of the union for regular appointment of Shri Ayyappan by the management of Air India is not justified and he is not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 21st day of December, 2006.

P. L. NORBERT, Presiding Officer

APPENDIX: NIL

नई दिल्ली, 9 जनवरी, 2007

का.आ. 299.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 46/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-1-2007 को प्राप्त हुआ था।

[सं. एल-11012/56/2004-आईआर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 9th January, 2007

S.O. 299.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2005) of the Central Government Indus. Tribunal-cum-Labour Court, Chennai as shown in the Annexure in relation to the Industrial Dispute between the employers in relation to the Management of Air India and their workmen, which was received by the Central Government on 8-1-2007.

[No. L-11012/56/2006-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI

Monday, the 4th December, 2006

PRESENT

K. Jayaraman, Presiding Officer

INDUSTRIAL DISPUTE No. 46/2005

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Air India and their workmen.)

BETWEEN

The Regional Secretary Kerala, : I Party/Petitioner
Air India Employees Guild,
Trivandrum.

AND

The Deputy General Manager : II Party/Management
(HRD), Air India Chennai.

APPEARANCE

For the Claimant : M/s. K.M. Ramesh,
Advocate
For the Management : M/s. Aiyar & Dolia,
Advocate

AWARD

The Central Government, Ministry of Labour vide Order No. L-110 12/56/2004-IR(CM-I), dated 2-6-2005 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :

"Whether the demand of the Air India Employees Guild from the management of Air India for regularising the services of Shri J.N. Gopakumar, casual worker working at the Trivandrum Airport is justified ? If so, to what relief is the workman entitled and from what date ?"

2. After the receipt of the reference, it was taken on file as I. D. No. 46/2005 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner Union in the Claim Statement are briefly as follows :—

The Petitioner Union espouses cause of the concerned employee Sri J. N. Gopakumar, who is working as welder in Air India Ground Services Department, Trivandrum since 1993. Earlier the Petitioner union raised a dispute on 9-12-99 for regularisation of the concerned employee. Joint discussion was held before the Assistant Labour Commissioner (Central), Trivandrum on various dates and on 11th September, 2000 it was agreed by the Respondent/Management that when Air India resorts to recruitment on permanent basis, Sri Gopakumar will be given preference and as per the Supreme Court judgement in Air India Statutory Corporation, the contract employees working in Air India Delhi/Mumbai as on 6-12-96 were regularised as permanent employees to comply with the above judgement. But, even though the concerned employee was denied permanent employment in Air India. As per the agreement, character antecedent verification and medical examination were also conducted and accordingly the same was done and the concerned employee thereafter continued as a permanent casual worker without any artificial break till date. While so, on 16-2-2000 the Regional Manager-GS, Trivandrum had commended the sincerity and quality of work of concerned employee and recommended to the competent authority for absorption of the concerned employee. Further, on 4-7-2001 the General Manager, G.S., Mumbai had also recommended to the Director, HRD for approval to fill up the vacant standard force vacancy of Trivandrum so as to regularise the services of the concerned employee for complying with the memorandum

of settlement in this regard arrived at before Assistant Labour Commissioner (Central), Trivandrum. While so, the Air India Engineering Department went through the process of recruiting welders during May, 2002 and the concerned employee also applied for the same, since he met with the required qualification. He was called for written examination and even though he passed the written examination, he was not given any preference for absorption in the Respondent/Management as agreed to by the II Party/Management in the settlement dated 11-9-2000. Therefore, the Petitioner union approached the Assistant Labour Commissioner (Central), Trivandrum for justice demanding regularisation of the concerned employee in the services of Respondent/Management. But, the conciliation ended in a failure and therefore, the matter was referred to this Tribunal for adjudication. The concerned employee has served the Respondent/Management for sufficiently long period and he was employed in the work, which is perennial in nature and his case is full within the four corners of Section 10(2) of the Contract Labour (Regulation & Abolition) Act. The work performed by the concerned employee is directly controlled and supervised by the officials of Respondent/Management. The device of engaging the workman on casual basis is in order to deny him the status of regular workmen employed by it is nothing but exploitation of cheap labour and victimisation and unfair labour practice. Hence, for all these reasons, the Petitioner union prays for regularisation of concerned workman in the services of Respondent/Management and prays for an award directing the Respondent/Management to absorb the concerned employee into the services of Respondent w.e.f. the date of demand with consequential benefits.

4. As against this, the Respondent in its Counter Statement contended that the concerned workman Sri J.N. Gopakumar was working as an employee of M/s. Priya Engineering Works, who were contractor for attending break down repairs of container dollies, pallet dollies and baggage trollies of the II Party/Management. No doubt, on 11-9-2000 an agreement was entered into between the I Party union and Respondent/Management according to which the concerned employee would be engaged on casual basis without any artificial break subject to the result of medical examination and character and antecedent verification. It was also agreed if and when the Respondent/Management resorts to recruit people on permanent basis, he will be given preference. It is also true that the engineering department, Mumbai of the II Party/Management initiated recruitment process for filling up vacancies of service engineers (welders) through advertisement and in response to the said advertisement, the concerned employee applied for the post as he fulfilled the educational qualification prescribed for the said post. But he did not qualify in the written test and hence could not be considered for further process of recruitment. Since there is a ban on fresh recruitment in non-operational area

since 1996, the II Party/Management is not carrying out any fresh recruitment process and hence, there is no question of regularising the services of Mr. Gopakumar as claimed for. It is not true to say that, the concerned employee was working under the Respondent/Management since 1993 and the Petitioner is put to strict proof of the same. There was no connection or nexus between the Respondent/Management and the concerned employee who was engaged by the contractor M/s. Priya Engineering Works. No doubt, as per Supreme Court direction contract for sweeping and cleaning of office premises and security guard were abolished and the contract labour engaged for the above purposes were regularised in their service in Air India. But the notification did not cover the activities in which the concerned employee was working as a contract worker and so he cannot claim for regularisation on parity with those workmen who were regularised based on the Supreme Court direction. No doubt, the character and antecedent verification was carried out for engaging the concerned employee as a casual labour on continuous basis but not on permanent basis as claimed by the Petitioner. Only because of his failure in the said written test, he was not considered for further process of recruitment. Any recommendation by the competent authority will not give rise to any claim for regularisation as a matter of right. Regularisation of any employee in this Respondent/Management should be done only in accordance with the policy adopted by the Respondent/Management in this regard and not based on any recommendation. etc. In the settlement giving preference would mean giving the candidate advantage and priority over other candidates provided he meets with the requirement. The question of preference will not arise if the candidate is not qualified in written examination. Even to-day as per the memorandum of understanding, the casual services of the concerned employee is continued without any artificial break. Since there is no fresh recruitment carried out for that post in which he is presently engaged, the question of regularisation does not arise. Since his engagement is made in terms of memorandum of understanding, the question of viewing his engagement as per Contract Labour (Regulation & Abolition) Act does not arise. There is a ban on fresh recruitment in non-operational area from 1996 onwards. Therefore, there is no possibility of regularising the services of the concerned employee as claimed by the Petitioner. Hence, for all these reasons, the Respondent prays to dismiss the claim of the Petitioner.

5. Again, the Petitioner in its rejoinder statement alleged that it is false to allege that it is false to say that the concerned employee was an employee of M/s. Priya Engineering Works. The Ground Services Department of Air India, Trivandrum did not have any contact with M/s. Priya Engineering Works for repair of container/pallet/baggage trollies. The onus of proving the above contract

is upon the Respondent/Management. It is not correct to say that the concerned employee did not qualify in the written test conducted in July, 2000 for the post of service engineer (welder). The Respondent/Management has not produced the result of written examination even before the Assistant Labour Commissioner (Central). It is not correct to say that there is a ban on fresh recruitment in non-operational area since 1996. The Respondent/Management has recruited clerk-cum-translator (bilingual-Hindi) at Air India, Trivandrum and Chennai on 20-7-2005 respectively, which is purely non-operational category. Further, Sri J.N. Gopakumar was carrying out repairs of container pallet baggage trollies for day to day requirement of flight handling activities and hence, it comes under operational area where the Respondent has not mentioned about any ban on recruitment. The stand taken by the Respondent/Management in the Counter Statement runs counter to the settlement arrived at before Assistant Labour Commissioner (Central), Trivandrum. Hence, for all these reasons, the Petitioner prays that an award may be passed in their favour.

6. Again, with the permission of the Tribunal, the Respondent filed its additional Counter Statement in which it is alleged that the Respondent/Management entered into an agreement with M/s. J.N. Engineering Works who happens to be proprietor of the said firm namely J.N. Engineering Works. There is no employer-employee relationship between the Respondent and J.N. Engineering. This Respondent has not recruited any candidate in non-operational area. It has recruited clerk-cum-translator (bilingual) solely for complying with the directive issued by the Ministry of Civil Aviation in spite of freeze on recruitment and hence, the Petitioner cannot claim on parity with those appointees as no other fresh recruitment was done in the non-operational area in the II Party/Management. Whether there is a vacancy or not due to the freeze on recruitment, this Respondent cannot fill up the post and therefore, the Petitioner union has no right to claim regularisation in the said circumstances. The Petitioner union by filing a rejoinder has tried to mislead and deviate the core issue before this Tribunal. The dispute referred to this Tribunal is whether the Petitioner can claim for regularising the services of the concerned employee who is a casual worker. The Petitioner union cannot place on record or rely on internal correspondence to which he is not a privy. Hence, the Respondent prays to dismiss the dispute with costs.

7. Again, with the leave of the Court, the Petitioner filed an additional rejoinder, wherein he alleged that the Respondent/Management has now come up with a statement that there was a contractual arrangement between II Party/Management and J.N. Engineering Works, J.N. Engineering Works is with Mr. J.N. Raju and not with the concerned employee. If there is no employer employee relationship between the Respondent and the concerned employee the said Respondent/Management

would not have signed a memorandum of settlement before the Assistant Labour Commissioner (Central), Trivandrum. Since the concerned employee is working in operational area where there is a ban in recruitment and II Party/Management conveniently keeps silent regarding the recruitment in operational area. Since there was no ban in recruitment area where the concerned employee is working, the General Manager, G.S. Air India has sent a recommendation letter. If there was a ban on recruitment, he would not have recommended to regularise the services of the concerned employee by filling up the standard force vacancy. Hence, for all these reasons, he prays that an award may be passed in favour of the concerned employee.

8. In these circumstances, the points for my consideration are —

- (i) "Whether the demand of the Petitioner union from the Respondent/Management for regularising the services of concerned employee Sri J. N. Gopakumar is justified ?
- (ii) "To what relief the concerned workman is entitled and from what date ?"

Point No. 1 :

9. The admitted facts of both sides are that on behalf of the concerned employee Sri J. N. Gopakumar, a dispute was raised before Assistant Labour Commissioner (Central) Trivandrum during the year 1999 and 12(3) settlement was entered into between the Petitioner union and the Respondent/Management According to which, the said Mr. Gopakumar, the concerned employee would be engaged on casual basis without any artificial break, subject to the result of medical examination and character and antecedent verification and it was also agreed in the settlement that if and when the Respondent/Management resorts to recruitment people on permanent basis, he will be given preference.

10. The grievance of the Petitioner union is that during the year 2002 Engineering department, Mumbai of the Respondent/Management initiated recruitment process for filling up vacancies of Service Engineers (Welders) through advertisement and even though the concerned employee applied for the said post for which he fully qualified, he was not appointed and thus, the Respondent has breached the settlement entered into between him and the Respondent on 11-9-2000 and therefore, the Petitioner union raised the dispute demanding regularisation of the concerned employee.

11. But, on behalf of the Respondent, it is contended that no doubt, the concerned employee applied for the post as he fulfilled the educational qualification prescribed for the said post and he has appeared for the written examination which was conducted by the Respondent/Management and he did not qualify in the written test and hence, he could not be considered for further process of recruitment and it is the further contention of the

Respondent that regularisation of an employee in the Respondent/Management should be done only in accordance with the policy adopted by the Respondent/Management and not based on any recommendation. Further, giving preference would mean giving the candidate advantage and priority over other candidates provided he meets with the requirement. In this case, since the concerned employee failed in the written test, he was not absorbed as regular employee. Further, as per the Memorandum of Understanding casual services of Sri Gopakumar is continued without any artificial break. Under such circumstances, the question of regularisation does not arise and only due to ban on recruitment for permanent basis, the Respondent/Management is not in a position to consider the regularisation of the services of the Petitioner.

12. But, then again, learned counsel for the Petitioner contended that though the Respondent alleged that there is a ban, on recruitment, they have not produced any document to show that there is a ban on recruitment. Further, they alleged that there is a ban on fresh recruitment on non-operational area from the year 1996 and they have not carried out any fresh recruitment in that area. But the Respondent/Management has recruited a Clerk-cum-Translator (bilingual -Hindi) at Air India by letters dated 9-6-05 and 20-7-05 which is purely non-operational category. Furthermore, the concerned employee was carrying out repairs of containers/pallet/baggage trollies for the day to day requirements of flight handling activities. Therefore, it comes in operational area for which the Respondent has not mentioned any ban on recruitment and therefore, the Respondent/Management can regularise the services of the concerned employee in the existing vacancies in the operational area.

13. For which, the Respondent/Management contended that no doubt, they have appointed Hindi Translators which is non-operational area, but it was made on the directive issued by Ministry of Civil Aviation, in spite of freeze on recruitment and the Petitioner union cannot claim parity with those of appointees and therefore, they are not entitled to get any relief in this dispute.

14. In order to establish his case, the Petitioner union produced documents as Ex. W1 to W19 and examined the Regional Secretary as WW1. As against this, the Respondent examined one Mr. Mohandoss who was working as General Manager in Air India, Trivandrum as MW 1 and produced documents Ex. M1 to M7. Out of these Ex. W1 and W2 are copy of certificate and mark sheet issued by ITI to the concerned employee. Ex. W3 is the copy of format of application submitted by concerned employee. Ex. W4 is the copy of letter from I Party to Regional Labour Commissioner (Central). EX. W5 is the copy of letter from Regional Manager to the Director, Air India, Mumbai. Ex. W6 is the copy of memorandum of settlement under section 12(3). Ex. W7 is the copy of letter

sent by II Party/Management to Head Office. Ex. W8 is the copy of letter from Medical Officer to DGM, Medical Services, Air India, Mumbai. Ex. W9 is the copy of letter from Ground support department to Director, HRD, Mumbai. Ex. W10 is the copy of letter from Petitioner union to Assistant Labour Commissioner (Central), Trivandrum. Ex. W11 to W14 are the copies of minutes of joint discussion before Assistant Labour Commissioner (Central). Ex. W15 is the copy of letter sent by Respondent/Management to Assistant Labour Commissioner (Central). Ex. W16 is the copy of failure report submitted by Assistant Labour Commissioner (Central). Ex. W17 and 18 are the copies of appointment orders issued by II Party/Management to Ms. Jnana Priya Janardhan and K. Choodamani. Ex. W19 is the copy of temporary pass issued to concerned employee. As against this, the Respondent produced Ex. M1 series namely copy of work order issued to JN Enggg. works. Ex. M2 is the copy of quotation received from M/s. Priya Engg. Works. Ex. M3 is the copy of letter certifying the bill amount paid to Priya Engg. Works. Ex. M4 to M6 are the copies of cash vouchers evidencing payments made to Priya Engineering Works. Ex. M7 is the copy of the direction from Ministry of Civil Aviation directing Air India to fill up Hindi Translators in Respondent/Management.

15. Though the Respondent/Management contended in the Counter Statement that the concerned employee was only a contract labour and there is no relationship of employer employee between them and the concerned employee, after the settlement entered into between the Petitioner union and the Respondent/Management, it cannot be said that he is a contract labour and therefore, he is not entitled to any claim, when he is an employee of the Respondent/Management. After the settlement, it is not the case of the Respondent that he was engaged only as a contract labour. In the settlement namely under Ex. W6 it is agreed that the concerned employee will be engaged as a casual worker in the Respondent/Management and he will continue to be worked without any artificial break and in such circumstances, the contention of the Respondent that there is no relationship of employer-employee between them and the concerned employee is of no merit.

16. Learned counsel for the Petitioner contended that after the settlement even though the Respondent/Management has called for recruitment for the post of welders, and even though he has applied for the post and has attended the written examination, the Respondent/Management has not acted as per the settlement entered into between them on 11-9-2000 and they alleged that Sri J. N. Gopakumar has not passed the written examination and they have not produced any document to show that he has not passed the written examination conducted by the Respondent/Management. Even though it is alleged that it is a privileged document they can produce the same before this Tribunal to establish that the concerned employee has not qualified himself in the written

examination. On the other hand, they wanted to make this allegation only to deprive the rights of the concerned employee under Ex. W6.

17. I find much force in the contention of the learned counsel for the Petitioner that only to wriggle out the situation, the Respondent/Management has taken the stand that it is a privileged document and they have not established before this Tribunal that the concerned employee has not qualified himself in the written examination conducted by the Respondent/Management. He further argued that the settlement entered into during the course of conciliation proceedings is put on par with the Award made by the adjudicating authority and he relied on the rulings reported in 1991 ILLN 46 Barauni Refineries Pragatisheel Shramik Parishad Vs. Nidian Oil Corporation TD. And Others wherein the Supreme Court has held that "the settlement arrived at during the course of conciliation proceedings with a recognised majority union will be binding on all workmen of the establishment, even those who belong to the minority union which had objected to the same. The object obviously is to uphold the sanctity of settlement reached with the active assistance of the conciliation officer and to discourage an individual employee or a minority union from scuttling the settlement. There is an underlying assumption that a settlement reached with the help of the conciliation officer must be fair and reasonable and can therefore, safely be made binding not only on the workmen belonging to the union signing the settlement but also on others. That is why a settlement arrived at in the course of conciliation proceedings is put on par with an award made by an adjudicatory authority." He further argued that in view of the settlement entered into under Ex. W6, the Respondent/Management has agreed to consider when the Respondent/Management resorts to recruit people on permanent basis and the concerned employee will be given preference. But against this settlement, even though the concerned employee has applied for the post of welder which was called for by the Respondent/Management and even though he has appeared for written examination and passed the same, the Respondent/Management has not given any preference to the concerned employee in regularising his service. On the other hand, they have taken the stand that the concerned employee has not passed the written examination, but they have not produced the results of written examination nor established before this Tribunal that he has not qualified in written examination. Under such circumstances, the prayer of regularisation of the concerned employee is to be considered.

18. As against this, learned counsel for the Respondent contended that giving preference would mean that giving advantage or priority over other candidates, provided he meets with the requirements and he further argued that preference will not arise if the candidate is not

qualified in the written examination, which would mean that he has found unsuitable for being appointed to the post. In this case, the concerned employee has not passed the written examination and it cannot be said that the Respondent/Management has breached the terms of the settlement. As per the Memorandum of Understanding, the casual services of the concerned employee is continued without any artificial break and since there is no fresh recruitment in the Respondent/Management the question of regularisation does not arise.

19. But, then again the learned counsel for the Petitioner contended that though it is alleged that there is a ban, it is not established before this Tribunal that there is a ban on recruitment. Further, though it is alleged that the concerned employee has not qualified himself in written examination, it was not established before this Tribunal that the concerned employee has not qualified himself for the post of welder as advertised in the newspaper by the Respondent/Management. Further, it is argued on behalf of the Petitioner that even it is alleged that there is a ban on recruitment in non-operational area, since the concerned employee was engaged and carried out repairs of container/pallet and baggage trollies for the day-to-day requirement of flight handling activities, it will come under operational area and where the Respondent/Management has not mentioned about ban on recruitment and it is clear from the recommendation letters given by the General Manager of Respondent/ Management at Trivandrum that there are vacancies for the ground handling activities and therefore, the concerned employee should be considered for regularisation.

20. Here again, I find much force in the contention of the learned counsel for the Petitioner.

21. But the learned counsel for the Respondent contended that "it is well settled by the Supreme Court that regularisation is not a mode of appointment and if appointment is made without following the rules, the same being a nullity, the question of confirmation of an employee upon the expiry of purported period of probation would not arise and the appointment of employee is illegal and he has no legal right to continue in service." Further, the Supreme Court in the case reported in 2006 4 SCC 1 SECRETARY, STATE OF KARNATAKA AND OTHERS Vs. UMADEVI AND OTHERS wherein the Five Judges of Full Bench of Supreme Court has held that "merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by relevant rules. It is not open to the Court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of adhoc employees who by the very nature of their appointment, do not acquire any right." The

Supreme Court further held in that decision that "it is not as if, the person who accepts an engagement either temporary or casual in nature is not aware of his employment. He accepts the employment with open eyes. It may be true that he is not in a position to bargain - not at arms length since he might have been searching for some employment so as to eke out his livelihood and accepts whatever he gets..... and took a view that when a person who temporarily or casually got employed should be directed to be continued permanently. By doing so, it will be creating another mode of public appointment, which is not permissible..... It cannot be said that temporary, contractual, casual or daily wage employees have been able to establish a legal right to be made permanent, even though they have never been appointed in terms of the relevant rules, or in adherence of Articles 14 and 16 of the Constitution, Therefore, it is not possible to accept the argument that the State action in not regularizing the employees was not fair within the framework of the rule of law." In that decision, the Supreme Court has given a death blow for all the request of the temporary employees for regularization. In this case, though it is stated that the Respondent/ Management entered into a settlement to give preference in the appointment, on that ground it cannot be claimed to regularize the services of the concerned employee in the establishment of the Respondent/Management. Therefore, the Petitioner is not entitled to get any relief as claimed by them.

22. Though I find much force in the contention of the learned counsel for the Respondent, since the Petitioner union and the Respondent entered into settlement under section 12(3) and since it is held by the Supreme Court that "settlement arrived at in the course of conciliation proceedings is put on par with an award made by an adjudicatory authority", I find the Respondent/Management should give preference in their future appointment and in this case, though the Respondent/ Management has called for applications for appointment of welders, I find the Respondent/ Management has not given any preference to the Petitioner on the allegation that he was not qualified. But, it is not established before this Tribunal that he has not qualified in the written examination. Under such circumstances, I find the Respondent has not acted as per the settlement entered into between them and I also find from the documents filed on either side that there are vacancies in the Respondent/Management at Trivandrum Air India and as per the recommendation made by the General Manager of the Respondent/ Management, the concerned employee's service must be utilised for the said post and as such, I find this point in favour of the Petitioner union.

Point No. 2:

The next point to be decided in this case is to what relief the concerned workman is entitled?

23. Since I find the demand for regularisation of concerned employee in the services of the II Party/Management is justified, I find the II Party/Management has to absorb the concerned employee into the services from the date of demand namely from the date of his application before the Assistant Labour Commissioner (Central) Trivandrum. Ordered accordingly. No costs.

24. Thus, the reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 4th December, 2006.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/Claimant : WW1 Sri L. S. Sibu

For the II Party/ Management : MW1 Sri C. Mohandass

Documents Marked :—

For the I Party/Petitioner :

Ex. No.	Date	Description
W1	26-12-95	Xerox copy of the ITI certificate issued to Gopakumar.
W2	Nil	Xerox copy of the mark sheet issued to J. N. Gopakumar.
W3	09-05-02	Xerox copy of the format application submitted by concerned employee.
W4	09-12-99	Xerox copy of the letter from Petitioner to Regional Labour Commissioner (Central).
W5	16-02-00	Xerox copy of the letter from Regional Manager, Trivandrum to Director, GS, Mumbai.
W6	11-09-00	Xerox copy of the memorandum of settlement u/s.12(3).
W7	15-09-00	Xerox copy of the letter from Respondent/Management.
W8	29-09-00	Xerox copy of the letter from Medical Officer, Trivandrum to Deputy General Manager, Medical Services Department, of Respondent/Management at Mumbai.
W9	04-08-01	Xerox copy of the letter from Ground Support Department of Respondent/Management.
W10	09-06-04	Xerox copy of the letter from Petitioner to Assistant Labour Commissioner (Central).
W11	30-06-04	Xerox copy of the minutes of joint discussion before Assistant Labour Commissioner (Central).

W12	23-08-04	Xerox copy of the minutes of joint discussion before Assistant Labour Commissioner (Central).
W13	20-10-04	Xerox copy of the minutes of joint discussion before Assistant Labour Commissioner (Central).
W14	29-10-04	Xerox copy of the minutes of joint discussion before Assistant Labour Commissioner (Central).
W15	28-10-04	Xerox copy of the letter from II Party / Management to Assistant Labour Commissioner (Central).
W16	02-11-04	Xerox copy of the failure of conciliation report.
W17	09-06-05	Xerox copy of the appointment order issued to Ms. Jnana Priya Janardhan by Respondent/ Management.
W18	20-07-05	Xerox copy of the appointment order issued to Mrs. K. Choodamani by Respondent/ Management.
W19	Nil	Xerox copy of the temporary pass issued to concerned Employee by Bureau of Civil Aviation Security.

For the II Party/Management :—

Ex. No.	Date	Description
M1	07-07-92	Xerox copy of the work order issued to J. N. Engg. Works.
M2	Nil	Xerox copy of the quotation received from Priya Engg. Works.
M3	03-11-96	Xerox copy of the letter/cash voucher certifying the Bill amount paid to Priya Engg. Works for repair of Baggage trolley.
M4	15-01-96	Xerox copy of the cash voucher for payments made to Priya Engg. Works.
M5	11-12-96	Xerox copy of the cash voucher for payments made to Priya Engg. Works.
M6	17-12-96	Xerox copy of the cash voucher for payments made to Priya Engg. Works.
M7	Aug. 2002	Xerox copy of letter from Ministry of Civil Aviation to fill up Hindi Posts.

नई दिल्ली, 10 जनवरी, 2007

अवार्ड

का.आ. 300.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 43/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-1-2007 को प्राप्त हुआ था।

[सं. एल-12012/153/95-आईआर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 10th January, 2007

S.O. 300.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/96) of the Central Government Industrial Tribunal Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen which was received by the Central Government on 9-1-2007.

[No. L-12012/153/95-IR (B-II)]

RAJINDER KUMAR, Desk Officer

अनुबन्ध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी.आई.टी. 43/96

रेफरेंस: केन्द्र सरकार, श्रम मंत्रालय नई दिल्ली का आदेश क्र. एल-12012/153/95-आईआर (बी.2) दि. 30-9-96

श्री दीपचंद महावर पुत्र श्री लखी लाल महावर, निवासी पठान खिड़कियां बाहर करौली जिला सवाई माधोपुर।

....प्रार्थी

बनाम

प्रबन्धक, बैंक ऑफ बड़ौदा, सवाई माधोपुर।

....अप्रार्थी

उपस्थित

पीठासीन अधिकारी : श्री गौतम प्रकाश शर्मा, आर.एच.जे.एस.

प्रार्थी की ओर से : श्री एम.एफ. बेग

अप्रार्थी की ओर से : —

दिनांक अवार्ड : 6-11-2006

1. केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न विवाद इस अधिकरण को वास्ते अधिनिर्णय प्रेषित किया है।

2. प्रार्थी की ओर से स्टेटमेंट ऑफ कलेम इन तथ्यों के साथ प्रस्तुत किया गया है कि उसकी प्रथम नियुक्ति दिनांक 23-12-88 को चपरासी के पद पर शाखा करौली में की गई थी, तभी से वह ईमानदारी व निष्ठा से काम कर रहा था किन्तु उसकी सेवाएं बिना कोई कारण बताये 4-8-89 को समाप्त कर दी। सेवा समाप्त करने से पूर्व उसे कोई कारण बताओ नोटिस नहीं दिया गया न ही आरोप पत्र दिया जाकर कोई आरोप सिद्ध किया गया। कोई वरिष्ठता सूची भी नहीं निकाली और प्रार्थी की सेवा समाप्ति से पूर्व बाद नई नियुक्तियों की गई है किन्तु प्रार्थी को प्राथमिकता नहीं दी गई। उसका कार्य स्थाई प्रकृति का है, इस प्रकार उसकी सेवा अवैध रूप से समाप्त की गई। प्रार्थी सेवा मुक्ति की दिनांक से ही बेरोजगार बैठा है अतः प्रार्थना की है कि उसके सेवा मुक्ति आदेश को अवैध व अनुचित घोषित किया जाकर अपास्त किया जावे व उसे निरन्तर सेवा में सभी लाभ सहित बहाल किया जाये।

3. अप्रार्थी ने क्लेम का जवाब पेश किया है कि प्रार्थी श्रमिक को अप्रार्थी द्वारा किसी प्रकार की कोई नियुक्ति नहीं दी गई थी ना ही कोई नियुक्ति पत्र जारी किया गया ना ही किसी स्वीकृत या रिक्त पद के विरुद्ध प्रार्थी को नियुक्त किया गया था। अप्रार्थी बैंक ऑफ बड़ौदा में आकस्मिक कार्य की पूर्ति के लिए कभी-कभी आकस्मिक श्रमिकों को रखा जाता है और ऐसे श्रमिकों की सेवाएं आकस्मिक कार्य की समाप्ति के साथ स्वयं ही समाप्त हो जाती हैं। प्रार्थी श्रमिक ने केवल मात्र 69 दिवस तक विभिन्न कार्य दिवसों में कार्य किया था, ऐसे में सेवाएं समाप्त करने का प्रश्न ही पैदा नहीं होता है। ऐसी स्थिति में प्रार्थी को किसी प्रकार का कोई कारण बताना आवश्यक नहीं होता है तथा ऐसे श्रमिकों का कार्य स्वतः को कार्य समाप्ति के साथ स्वतः ही समाप्त हो जाता है। प्रार्थी श्रमिक को कोई नियमानुसार नियुक्ति बैंक के स्थाई पद के विरुद्ध नहीं दी गई थी, ऐसे में अनफेयर लेबर प्रेक्टिस का कोई प्रश्न ही नहीं है। वरिष्ठता सूची जारी किया जाना आवश्यक नहीं है क्योंकि ऐसे श्रमिकों पर औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे अधिनियम लिखा जा रहा है) के प्रावधान लागू नहीं होते। प्रार्थी को केवल मात्र बाउचर द्वारा ही भुगतान किया जाता था और बैंक में ऐसे श्रमिकों का कोई रिकार्ड नहीं रखा जाता है। स्थाई कर्मचारियों को नियुक्ति की बैंक में एक निर्धारित प्रक्रिया है जिसके अनुसार ही नियुक्ति की जाती है। अतिरिक्त कथन में अप्रार्थी का कहना है कि प्रार्थी श्रमिक ने अप्रार्थी बैंक में कभी भी एक कलैण्डर वर्ष में 240 दिन से अधिक कार्य नहीं किया अतः अधिनियम के प्रावधान उस पर लागू नहीं होते। अतः क्लेम खारिज किया जाये।

4. साक्ष्य पेश करने हेतु प्रार्थी को अनेकों अवसर दिये गये किन्तु कोई साक्ष्य पेश नहीं करने पर उसकी साक्ष्य बंद की गई। अप्रार्थी ने भी कोई साक्ष्य पेश नहीं करनी चाही। मैंने दोनों पक्ष के प्रतिनिधिगण की बहस सुनी, पत्रावली का अवलोकन किया।

5. प्रार्थी प्रतिनिधि की बहस है कि प्रार्थी श्रमिक की नियुक्ति 23-12-88 को की गई व उसने 4-8-89 तक लगातार कार्य किया इन दोनों ही तथ्यों को अप्रार्थी ने स्वीकार किया है। उनकी यह भी बहस है कि प्रार्थी को सेवा मुक्त करने से पहले वरिष्ठता सूची जारी करना अधिनियम के प्रावधानों के अनुसार आवश्यक था किन्तु वरिष्ठता सूची जारी नहीं की गई और इस तथ्य को अप्रार्थी ने अपने जवाब के पैरा 9 में स्वीकार किया है। इसके अतिरिक्त नये श्रमिकों की नियुक्ति करने से पूर्व प्रार्थी को भी सूचित करना व उसे पुनः सेवा में आने हेतु प्राथमिकता देना भी अधिनियम के प्रावधानों के अनुसार आज्ञापक है किन्तु अप्रार्थी ने ऐसा नहीं किया है और इस प्रकार अधिनियम के प्रावधानों का खुला उल्लंघन करते हुए प्रार्थी श्रमिक की सेवाएं बिना किसी कारण समाप्त कर दी गई है जो पूर्णतया अवैधानिक हैं। अतः प्रार्थना की है कि प्रार्थी को किये जाने योग्य है। प्रतिनिधि ने अपने तर्कों के समर्थन में दृष्टान्त 1992 लैब. आई. सी. 678 राज. जनरल मैनेजर, नादर रेलवे, नई दिल्ली बनाम सी. जी. आई. टी. व एल. एस. जे. 1993, 400 केरला के. पी. मोटर एण्ड वर्क्स फैडरेशन बनाम केरला राज्य पेश किये।

6. अप्रार्थी प्रतिनिधि की बहस है कि प्रार्थी ने एक कलैण्डर वर्ष में 240 दिन कार्य नहीं किया अतः अधिनियम के प्रावधान उस पर लागू ही नहीं होते। बैंक में आकस्मिक कार्य की पूर्ति हेतु प्रार्थी श्रमिक को आकस्मिक कार्य के लिए रखा गया था जिसके लिए कोई नियुक्ति पत्र आदि जारी नहीं किया गया और उक्त कार्य की समाप्ति पर प्रार्थी का कार्य स्वतः ही समाप्त हो गया। न तो कोई नियुक्ति पत्र जारी किया गया न ही सेवा मुक्ति आदेश क्योंकि ऐसे श्रमिक आकस्मिक रूप से ही रखे जाते हैं और काम समाप्त होते ही स्वतः उनकी सेवाएं समाप्त हो जाती हैं और प्रार्थी श्रमिक की सेवाएं भी इसी प्रकार आकस्मिक सेवाओं की श्रेणी में आती हैं। प्रार्थी को किसी स्थाई पद के विरुद्ध नियुक्ति नहीं दी गई। बैंक में नियमित नियुक्ति की एक निर्धारित प्रक्रिया होती है जिसके प्रति प्रार्थी की नियुक्ति नहीं की गई है। चूंकि अधिनियम के प्रावधान प्रार्थी के प्रकरण पर लागू नहीं होते तो वरिष्ठता सूची निकालना आवश्यक नहीं है न ही सेवा मुक्ति के कारणों से प्रार्थी को अवगत कराना जरूरी है, अतः प्रार्थी का क्लेम खारिज किये जाने योग्य है।

7. मैंने बहस पर गौर किया प्रार्थी श्रमिक की ओर से जो दृष्टान्त पेश किये गये हैं उनका भी अध्ययन किया।

8. प्रार्थी की ओर से पेश स्टेटमेंट ऑफ क्लेम के पैरा सं. 4 के अनुसार प्रार्थी की प्रथम नियुक्ति 23-12-88 को चपरासी के पद पर शाखा करौली में किये जाने का उल्लेख है। श्रमिक की यह नियुक्ति स्थाई पद पर स्थाई तौर पर एवं नियुक्ति संबंधी किसी प्रक्रिया की पालना की गई अथवा दैनिक मजदूरी पर अथवा संविदा के आधार पर की गई, अभिवचनों में ऐसा कोई उल्लेख नहीं है। प्रकरण में प्रार्थी की ओर से इस संबंध में कोई साक्ष्य न तो दस्तावेजों में पेश की है और न ही प्रार्थी श्रमिक स्वयं परीक्षित हुआ है। क्लेम के चरण सं. 4 का जवाब अप्रार्थी की ओर से दिया गया है उसके अनुसार प्रार्थी को किसी प्रकार की कोई नियुक्ति नहीं दी गई थी न ही किसी

प्रकार के स्वीकृत रिक्त पद पर प्रार्थी को नियुक्त किया गया बल्कि यह उल्लेख है कि अप्रार्थी बैंक में आकस्मिक कार्य की पूर्ति के लिए कभी-कभी आकस्मिक कार्य हेतु आकस्मिक श्रमिकों की रखा जाता है एवं ऐसे आकस्मिक श्रमिकों की सेवाएं उक्त कार्य की समाप्ति के बाद स्वतः ही समाप्त हो जाती हैं। इस तरह से प्रार्थी के जो अभिवचन नियुक्ति के संबंध में थे उनका खण्डन अप्रार्थी की ओर से हुआ है किन्तु प्रार्थी की ओर से अन्य कोई साक्ष्य पेश नहीं हुई है जिससे यह माना जाये कि प्रार्थी को किसी स्वीकृत पद पर नियमित प्रक्रिया अपनाते हुए नियुक्ति दी गई हो। अप्रार्थी का जिस तरह का कथन रहा है कि आकस्मिक कार्यों हेतु वे समय-समय पर सेवाएं लेते रहते थे एवं उक्त कार्य पूर्ण होने के उपरान्त श्रमिकों की सेवाएं स्वतः समाप्त हो जाती थी। श्रमिक की सेवाएं दिनांक 23-12-88 से लेकर दिनांक 4-8-89 तक लगातार मान भी ली जायें तो भी यह अवधि 240 दिवस नहीं होती है। इन सभी तथ्यों को देखते हुए तथा धारा 2 (OO) अधिनियम के अनुसार जहां किसी श्रमिक की सेवाएं किसी विशेष कार्य हेतु किसी अनुबन्ध के अन्तर्गत की जाती हैं, ऐसे श्रमिक की सेवाएं अनुबन्ध की अवधि को समाप्ति पर स्वतः ही समाप्त हो जाने का उल्लेख है। रैफरेंस में भी प्रार्थी को अस्थाई नियोजन में बताया गया है। इन सभी तथ्यों को देखते हुए तथा उपरोक्त विवेचन से मेरा निष्कर्ष है कि प्रार्थी की जो सेवाएं समाप्त की गई हैं वह उचित एवं वैध है। दृष्टान्त जो पेश हुए हैं वे प्रार्थी की कोई मदद नहीं करते क्योंकि उपरोक्त विवेचन से हस्तगत प्रकरण के तथ्य भिन्न पाये गये हैं। दृष्टान्त के. पी. मोटर एण्ड मैकेनिकल वर्क्स फैडरेशन विरुद्ध केरला राज्य भी प्रार्थी की कोई मदद नहीं करता क्योंकि हस्तगत प्रकरण में प्रार्थी कोई नियुक्ति दी गई हो एवं ऐसी नियुक्ति अस्थाई तौर पर भी दी गई हो, ऐसा भी सिद्ध नहीं हुआ है। प्रकरण में नियुक्ति संबंधी तथ्य को व क्लेम को सिद्ध करने संबंधी किसी भी प्रकार की कोई साक्ष्य प्रार्थी की ओर से नहीं आई है। अतः प्रार्थी अपने क्लेम में किये गये अभिवचनों को सिद्ध नहीं कर पाया है इसलिए यह नहीं कहा जा सकता कि उसकी सेवा मुक्ति अधिनियम के प्रावधानों की उल्लंघना में की गई है, जबकि प्रार्थी की सेवाएं आकस्मिक कार्य की समाप्ति के बाद स्वतः ही समाप्त हो जाना प्रमाणित है।

9. उपरोक्त समस्त विवेचन के आधार पर प्रकरण में निम्न अवार्ड पारित किया जाता है :

“बैंक ऑफ बड़ौदा के प्रबन्धन द्वारा उनके अस्थाई श्रमिक श्री दीपचंद महावर की सेवाएं दिनांक 4-8-89 से समाप्त किये जाने की कार्यवाही उचित एवं वैध है। प्रार्थी कोई अनुतोष पाने का अधिकारी नहीं है।”

10. अवार्ड आज दिनांक 6-11-2006 को लिखाया जाकर खुले न्यायालय में सुनाया गया। अवार्ड की प्रति केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजी जाये।

गौतम प्रकाश शर्मा, पीठासीन अधिकारी

नई दिल्ली, 10 जनवरी, 2007

का.आ. 301.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जे.ए.सी. एअर सर्विसेज प्रा. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 86/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-1-2007 को प्राप्त हुआ था।

[सं. एल-11012/84/2000-आईआर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 10th January, 2007

S.O. 301.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 86/2000) of the Central Government Industrial Tribunal/Labour Court, New Delhi-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of JAC Air Services (P) Ltd. and their workman which was received by the Central Government on 9-1-2007.

[No. L-11012/84/2000-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 1,
NEW DELHI

I. D. No. 86/2000

Shri R.C. Gupta S/o Late Ram Chandra Gupta,
Resident of D-5/23, Vashista Park,
West Sagarpur, New Delhi-46
(Now shifted to RZ 46 C/1 Main Sagar Pur,
Near Subzi Mandi, Gandhi Market,
New Delhi-110046.

.....Workman

Versus

1. Jac Air Services (P) Ltd.,
International Cargo Terminal,
Public Amenities Building,
IGI Airport, New Delhi.

2. Airport Authority of India,
International Cargo Terminal,
Indira Gandhi Airport,
New Delhi.

.....Management

APPEARANCES :

Workman in person.

None for Management

AWARD

The Central Government in the Ministry of Labour
vide its Order No. L-11 0 12/84/2000- IR(C-I) dated 9-8-2000

has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. JAC Air Services (P) Ltd., International Cargo Terminal, Public Amenities Building, IGI Airport, New Delhi in terminating the services of Shri R. C. Gupta Supervisor w.e.f. 24-4-1999 is legal and just? If not to what relief is the said workman entitled and from what date?"

2. Brief facts of this case as culled from record are that the workman as claimed that he was working as supervisor with management Airport Authority of India as Contract Labour in respect of which the respondent No.2 was the employer of respondent No. 1. The workman was doing the job diligently and sincerely. He was admitted to Shakuntla Nursing Home, West Sagarpur and was operated by Dr. Janak Raj Dhami who operated him negligently and in reckless manner which added to the additional sufferings of the workman. He contacted the doctor and expressed his grievance before him. During the course of said meeting the heated discussion took place between the two which resulted in the registration of a false FIR against the workman. He was employed and served the management for 12 years. The Management terminated his services *vide* order simplicitor without conducting any enquiry which act of terminating his services is in violation of principles of natural justice and it is also mentioned that he is also party to the writ petition filed in the Hon'ble High Court of Delhi whereby the regularization of the similarly situated workmen is being considered. In view of the above facts he has prayed for reinstatement in service with back wages.

3. The respondents did not appear despite service of notice and 12 adjournments were given for filing written Statement. Hence opportunity to file Written Statement was closed on 28-1-03 by my learned predecessor Shri N. B. Pandey and case was ordered to proceed ex-parte against the opposite parties.

4. The workman adduced evidence by way of his filing his affidavit and closed his evidence.

5. Thereafter arguments were addressed by the workman himself. I have given my thoughtful consideration to the contentions made and perused the record meticulously and the photocopies of documents placed on record.

6. From the averments made in the claim statement as well as in the workman affidavit it is proved that the workman was employed with the respondent No.1 and he was appointed as Supervisor for two years w.e.f. 16-4-97 and his appointment was extendable on mutual satisfaction. He was appointed on contractual basis. His services were terminated *vide* letter dated 24th April '99, Ex. WW1/3 which mentions that "we regret to inform you that your services are terminated *vide* memorandum dated 24-4-1999 as a case FIR 266/99 under Section 392/303/511 IPC/Arms Act has been registered against him in the Dabri Police Station and a Delhi Police Team also visited the Cargo Complex on 17-4-99 to investigate

and to arrest him in the above case." It is evident that no enquiry was conducted and workman was not given any show cause notice. termination of his services without giving show cause notice to the workman and conducting an enquiry is in my view not proper rather this act of the management is illegal. Hence termination of service of the workman is a very grave punishment. It is pertinent to mention here that the workman was appointed for two years which is evident from his appointment letter dated 16-4-97 Ex. WW1/1 and duration of appointment expires on or about 16-4-99. Therefore, his appointment being contractual in nature has itself came to an end and under these circumstances was not possible to direct reinstatement as claimed by the workman. However, the department *vide* its letter dated 28-5-99 informed the workman that he would be allowed to join duty on his acquittal. The workman has filed judgment Ext. dated 22-1-2005 in case FIR No. 266/99 passed by Shri Narottam Kaushal, Addl. Sessions Judge, New Delhi acquitting him of charges giving him benefit of doubt. In view of the averment by the management in letter order dated 28-5-99 to the effect that the workman will be allowed to join the service on his acquittal, the workman is entitled to join his service as he has been acquitted by the Court as mentioned above. In view of the above discussions it is held that the workman has been acquitted of the charge and his termination from services w.e.f. 24-4-99 is not legal and justified on his being acquitted and he is entitled to be reinstated w.e.f. 24-4-99 with consequential benefits *i.e.* entitled to receive back wages during the period he was not allowed to join the duties till he is allowed to join the duty. Award is passed accordingly. File be consigned to record room.

Dated : 3-1-2007 SANT SINGH BAL, Presiding Officer

नई दिल्ली, 11 जनवरी, 2007

का.आ. 302.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गुडगांव ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, नई दिल्ली के पंचाट (संदर्भ संख्या 20/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-1-2007 को प्राप्त हुआ था।

[सं. एल-12012/325/99-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th January, 2007

"S.O. 302.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2001) of the Central Government Industrial Tribunal/Labour Court-I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Gurgaon Gramin Bank, and their workmen which was received by the Central Government on 10-1-2007.

[No. L-12012/325/99-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT No. 1, NEW DELHI

I. D. No. 20/2001

Shri Nem Chand Goyal,
And Shri Ashok Singla,
Through The President,
Gurgaon Gramin Bank Workers Organisation,
731, Adarsh Nagar, Rewari.Workmen

Versus

The Chairman,
Gurgaon Gramin Bank,
Head Office, 2069, Sector -4,
Gurgaon -122001.Management

APPEARANCES:

None.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/325/99/IR(B-I) dated 11-01-2000 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Gurgaon Gramin Bank in not providing the due allowance to Shri Nem Chand Goyal and Ashok Singla on their temporary transfer is just and legal? If not, to what relief the workmen are entitled to?"

2. Brief facts of this case as culled from record are that he claimed deputation allowance from 24-2-96 to 30-7-98 Petitioner Nem Chand Goyal claimed that they joined duty at Kondal Branch as per temporary orders and after employees submitted their claim for deputation allowance w.e.f. 24-2-97 to 3-8-98. Shri Ashok Kumar submitted claim for deputation allowance w.e.f. 25-3-97 to 4-4-98. The Bank sanctioned deputation allowance to Shri Nem Chand Goyal and in respect of Shri Ashok Kumar no deputation allowance was sanctioned. Both the employees are entitled to get deputation allowance after their joining during deputation period which were not paid despite request and the same is being claimed with interest @ 20%.

3. The case has been contested by the respondent Bank stating therein that Shri Nem Chand Goyal was sent to Kondal Branch not on deputation but on temporary transfer which continued and confirmed *vide* bank order dated 14-7-98 on the strength of which he worked at Kondal Branch upto 23-5-2000. It is further stated that as per regulation of the Gurgaon Gramin Bank Staff Service Regulations, 1980 no joining time shall be admitted to an officer when his posting is of a temporary in nature irrespective of the fact that the posting is to a place or station other than the one at which he is permanently

posted. Hence joining time was not given to Nem Chand Goyal. His temporary transfer to Kondli Branch was regularized w.e.f. 24-2-97. Therefore, no deputation allowance was paid to him. It is also stated that amount of Rs. 58 paid to Shri Nem Chand was on account of fare and not on account of deputation allowance. Claim is sought to be dismissed.

4. The case was fixed for filing of workman affidavit but none appeared. A/R for the workman in this case last appeared on 8-6-06. Respondent was proceeded ex parte on 14-11-05. Thereafter workman did not appear on subsequent hearings on 20-3-06, 5-9-06, 30-10-06, and today i. e. 3-1-07. It appears that the workman is not interested in the prosecution of his case which gives rise to the presumption that there is no dispute between the parties. Hence No Dispute Award is accordingly passed and File be consigned to record room.

DATED : 3-1-2007

S. S. BAL, Presiding Officer

नई दिल्ली, 11 जनवरी, 2007

का.आ. 303.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गुडगांव ग्रामीण बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, नई दिल्ली के पंचाट (संदर्भ संख्या 21/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-1-2007 को प्राप्त हुआ था।

[सं. एल-12011/1/2000-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th January, 2007

S.O. 303.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2001) of the Central Government Industrial Tribunal/Labour Court-I New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Gurgaon Gramin Bank, and their workmen which was received by the Central Government on 10-1-2007.

[No. L-12011/1/2000-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 1,
NEW DELHI

I. D. NO. 21/2001

In the matter of dispute between :

The President,
Gurgaon Gramin Bank Workers Organisation,
Adarsh Nagar,
Central Office - 731.

Workmen

Versus

The Chairman,
Gurgaon Gramin Bank,
Gurgaon.

Management

AWARD

The Central Government in the Ministry of Labour vide its Order No.L-12011/1/2000-IR(B.I) dated 24-05-2000 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of Gurgaon Gramin Bank in deducting of two days wages for dated 18-2-99 in respect of 26 employees and approximately 16 employees for dated 12-3-99 is just and legal ? If not, to what relief the workmen are entitled to ?"

2. Brief facts of the case as culled from record are that the Gurgaon Gramin Bank Worker's Organisation (hereinafter referred to as Organisation) filed a dispute before ALC Rohtak vide letter dated 19-8-96 for framing of a Uniform transfer policy. On various dates the ALC called a conciliation meeting but no agreement was reached on the uniform transfer policy. The Organisation filed a complaint against the Chairman by violating sub section 33 of the I.D.Act During pendency Chairman Gurgaon Gramin Bank issued 190 transfer order of employees dated 12-2-99 without getting express permission from the Conciliation officer. The ALC issued a notice to attend the conciliation office dated 10.3.99 and called written comments on complaint filed by GGBWO dated 17-2-99 which is self explanatory. The Chairman Gurgaon Gramin Bank (Hereinafter referred to as Chairman) invited a delegation to meet out the demand which is pending before ALC and RLC on dated 18-2-2001 at 11.00 AM . Organisation informed to the bank six employees to attend the negotiation meeting vide letter dated 15-2-99. The RLC also invited Management and workers to attend the conciliation office at Faridabad on 18-2-99 at 3 PM. The Chairman issued the explanation to all employees who attended the meeting on 18-2-99. Organisation filed a complaint on 7-6-99 before the ALC Faridabad that the Chairman orders for deduction of wages of the employees against their leave application for 18-2-99 and 12-3-99 and wage has been deducted from salary in the month of May, 1999 without express permission from Conciliation Officer during the pendency of dispute which is clear cut violation of sub-section 33 of the I.D.Act, 1947. The Organisation then served a strike notice dated 22-2-99 and agitational programme under sub-section 2 of Section 22 of the I.D.Act. After issuance of strike notice Organisation Chairman threatening to our employees not to participate in Union Work, Agitational Programme vide their circular dated 1-3-99 and 23-3-99. The ALC issued a notice to management and workers to attend the conciliation on 22-3-99. The ALC advised the Chairman not to take any action against any employee till the dispute

is pending and directed the Union to drop the agitational programme. We (Workers Union) decided to postpone the agitational programme till further order vide letter dated 23-3-99. It is further averred that during the pendency of conciliation Chairman deducted the wages of employees dated 18-2-99 to 12-3-99 against their sanctioned leave. That on receipt of report of ALC Faridabad sent to Government of India Ministry of Labour for further action, the Govt. of India Ministry of Labour referred the case to this Court for adjudication. The Chairman deducted the wages during the pendency of conciliation and thus violated the provisions of sub-section 33 of the I.D. Act. The employees are also entitled to interest @ 20% from the date of entitlement till the date of actual payment. It is therefore, prayed that a direction may kindly be issued to the respondent to pay the wages for 18-2-99 to 12-3-99 and pass the order under Section 31(1) of the I.D. Act and Order against the Chairman by violating Section 33 of the I.D. Act, 1947.

3. Management contested the claim by filing written statement alleging that the ALC Faridabad did not hold any conciliation proceedings in the matter of transfer policy after 30-3-98. Transfer orders of about 188 employees were issued on 9-2-99 and 12-2-99 whereas the General Secretary of Gurgaon Gramin Bank Workers Organisation lodged complaint with the ALC Faridabad vide his letter dated 17-2-99. Moreover the complaint itself was without any basis as prior to framing the transfer policy, suggestions from employees/officers were invited vide H.O. Circular dated 15-9-98 and the applicant union also gave its suggestions dated 15-2-99 and that the Chairman invited a delegation on 18-2-1999 is untrue. It is also stated that wages of 26 employees were deducted for 18-2-99 on account of their unauthorized presence and causing disruption of normal working at Head Office on 18-2-99 by shouting objectionable slogans against the senior functionaries of the Bank without any provocation. However taking a reformatory approach Bank took no disciplinary action and only one day wages were deducted in accordance with the principle of No Work No Pay which is also upheld by the Hon'ble Supreme Court of India by judgement dated 4-5-90 in two appeals viz Bank of India Vs. T. S. Kelawala & others and SU Motors Pvt. Ltd. Vs. Workmen (1990). 4 Supreme Court cases 744. Deduction of wages for 12-3-99 was on account of demonstration held in front of Head Office premises and in front of Board of Directors, disrupting the Board meeting on 12-3-99 over the transfers of employees. Moreover the demonstration was in violation of Section 22, Sub-section (1)(d) of Industrial Disputes Act, 1947 as the matter was pending for conciliation with the ALC. The above acts of the members of the applicant union were in violation of code of conduct signed between the management and the union. Therefore, the bank has not violated the provisions of the I.D. Act, 1947. The pendency of the dispute before the Conciliation Officer can not be treated as a permit for employees to resort to braze acts of unpleasant slogan shouting and resorting to Dharna resulting in disruption

of functioning of the Bank and proceedings of Board meeting. It is however submitted that the notice dated 22-2-99 was issued illegally as the matter was already pending for conciliation before ALC Faridabad. Circulars dated 1-3-99 and 23-3-99 are instructions to the branches not to sanction any leave for the days of strike. It is alleged that as per record no notice for attending conciliation proceedings on 22-3-99 was received by the Bank. Bank has not taken any disciplinary action against those employees who were involved in slogan shouting on 18-2-99 and who participated in Dharna on 12-3-99. Leave is not a matter of right as per the service regulations of the Bank, moreover, leave cannot be sanctioned for the purpose of participation in strike/Dharna or slogan shouting in the premises of the Head Office of the Bank. As such their salary was deducted on the principle of no work no pay. The claim of the applicant union is without any basis and the same may be rejected/dismissed with costs.

4. Written statement was followed by rejoinder wherein the contents of the written statement were refuted and those of the claim statement were reiterated to be correct.

5. Case was fixed for filing workman affidavit. Perusal of record shows that the workman is not appearing in this case for the last two hearings. Shri Ravinder Kumar Sharma Advocate AR for the workman last appeared on 8-6-06 and today also none is not present for the Parties which gives arise to the presumption that there does not exist any dispute between the parties. Hence A No Dispute Award is passed in this case leaving the parties to bear their own costs. File be consigned to record room.

3-1-2007

SANT SINGH BAL, Presiding Officer

नई दिल्ली, 11 जनवरी, 2007

का.आ. 304.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साउथ ईस्टर्न रेलवे के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 192/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-1-2007 को प्राप्त हुआ था।

[सं. एल-41012/210/2002-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th January, 2007

S.O. 304.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 192/2003) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of South Eastern Railway, and their workmen which was received by the Central Government on 10-1-2007.

[No. L-41012/210/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

नई दिल्ली, 11 जनवरी, 2007

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. NGP/192/2003

Date 28-12-2006

Petitioners : Shri Rajesh Atmaram Supatkar,

Party No. 1 : Through The President, Parcel Porter
Sanghatna, South Eastern Railway, Nagpur
Division, Sugatnagar, Qr. No. MIG-42, P. O.
Uppalwadi, Nagpur-440 026 (M. S.).*Versus*

Respondent : The Sr. Divisional Commercial Manager,

Party No. 2 South Eastern Railway, Nagpur Division,
Nagpur-440 002 (M. S.)**AWARD**

(Dated : 28th December, 2006)

1. The Central Government after satisfying the existence of disputes between the above Applicant through The President, Parcel Porter Sanghatna, South Eastern Railway, Nagpur Division, Sugatnagar, Qr. No. MIG-42, P. O. Uppalwadi, Nagpur-440026 (M. S.) Party No. 1 and The Sr. Divisional Commercial Manager, South Eastern Railway, Nagpur Division, Nagpur Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-41012/210/2002-IR(B-I) Dt. 27-06-2002 under clause (d) of sub-section (1) and sub section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

“Whether the action of the South Eastern Railway, Nagpur Division, Nagpur (M. S.) in denying regularization and absorption as Parcel Porter/Hamal to Shri Rajesh Supatkar S/o Atmaram Supatkar is justified ? If not, to what relief, the workman concerned is entitled ?”.

2. The above case was fixed for filing the Statement of Claim on behalf of the petitioner. However, today the General Secretary Shri Rajesh Supatkar, Union Parcel Porter Sanghtana, South Eastern Central Railway, Nagpur Division, Nagpur has filed the purshis in the above case that he wants to withdraw the case. One dispute bearing No. 192/2003 filed by this Union on behalf of the 19 petitioners including the petitioner is pending, which is on similar issue and for ventilating the grievances of the same workman by whom an above individual cases have been filed. In view of their common nature and double proceedings the petitioner wants to withdraw them. Accordingly his application is allowed, he is permitted to withdraw the case unconditionally. Thus the above cases stands as dispose of for want of prosecution.

Hence this award.

Dated : 28-12-2006

A. N. YADAV, Presiding Officer

का.आ. 305.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिमी रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, मुम्बई के पंचाट (संदर्भ संख्या 122/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-1-2007 को प्राप्त हुआ था।

[सं. एल-41012/95/2001-आईआर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 11th January, 2007

S.O. 305.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 122/2001) of the Central Government Industrial Tribunal/Labour Court-II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Railway and their workmen which was received by the Central Government on 10-1-2007.

[No. L-41012/95/2001-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT**

A. A. Lad, Presiding Officer

Reference No. CGIT-2/122 of 2001

Employers in Relation to the Management of Western
RailwayThe Divisional Railway Manager (Estt.),
Western Railway,
Divisional Office, Mumbai Central,
Mumbai-400 008.

V/s.

Thier Workmen

Shri Gadanna Naganna,
C/o. Church of Christ India,
Thakkar Bappa Colony,
Basant Nagar,
Mumbai-400 071.**APPEARANCES:**For the Employer : Ms. Delilah Fernandes,
Advocate.

For the Workmen : Mr. Jaiprakash Sawant,
Advocate.

Mumbai, dated 1st December, 2006.

AWARD PART-II

The Government of India, Ministry of Labour by its Order No. L-41012/95/2001-IR(B-I) dated 15-11-2001 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Western Railways, Mumbai, by removing Shri Gadanna Naganna from the services w.e.f. 15-10-1996 is justified ? If not, to what relief, the workman is entitled ?”

2. Workman Gadanna Naganna was appointed as Gangman by the management of Western Railway w. e. f. 26-10-1983. Workman averred that due to illness and certain difficulties beyond his control, he could not report for duty from 4-5-1994. He pleaded that he had received copy of order of his termination from 15-10-1996 in the year 1998. It is his contention that Railway administration had not informed him on departmental inquiry and without giving him opportunity he was removed arbitrarily and as such the inquiry being against the principles of natural justice, vitiates and that findings recorded by the Inquiry Officer are perverse, consequently workman contended to set aside the inquiry directing the Railway administration to reinstate him in service with full back wages.

3. Management of Western Railway resisted the claim of workman by Written Statement (Exhibit-8) contending that Gadanna Naganna being a Railway Servant a Government Servant, governed under the Constitution of India is not a ‘workman’ within the definition of Section 2(s) of the said Act and that Railway being a welfare service is not an ‘industry’ under Section 2(j) of the Industrial Disputes Act. It is averred that since Gadanna Naganna remained absent without intimation from 4-5-1994 and the same being unauthorised, amounting to misconduct, he was issued charge-sheet dated 6-2-1995, however, he deliberately avoided to attend the inquiry therefore the inquiry officer proceeded the inquiry ex-parte. It is averred that, the Inquiry Officer held the workman guilty for his unauthorised absence and based on the findings, since workman committed misconduct was removed from the service under the Railway Service Rules. It is contended Inquiry Officer based on the documents and the evidence, recorded the findings and therefore the inquiry being fair and proper, findings not perverse, inquiry cannot be set aside.

4. On the basis of the pleadings my Ld. Predecessor framed issues at Ex-10 and treated issues Nos. 1 to 4 as preliminary issues and passed P- 1 Award on those on 26-9-2003 holding inquiry not fair and proper, findings perverse as well as holding second party workman and first party as an industry.

5. In the second round of litigation, 1st party was allowed to lead evidence to justify its action. Accordingly evidence was lead by first party by examining one of its employees at Ex-26. Besides second party also examined its witness at Ex-30. First party closed evidence by filing purshis at Ex-29 where as second party at Ex-31.

6. Inview of above, remaining issues are answered as under :

Issues	Findings
5. Whether action of management to Western Railway, Mumbai by removing Gadanna Naganna from service w.e.f. 25-3-96 is justified?	No.
6. If not what relief 2nd party is entitled?	As per order passed below.

REASONS

7. In the second round of litigation first party lead its evidence to justify its action of termination by examining its employee at Ex-26 by filing affidavit where witness has stated all story from beginning of the reference i.e. right from making demand made by second party before Assistant Labour Commissioner till the event of holding inquiry and findings given by Inquiry Officer. In the cross this witness states that, he did not have an occasion to see the work of the second party. Whereas second party made out case that, his absence be considered leniently and punishment of dismissal is disproportionate. In the cross second party admits that, he did not inform about his sickness to first party. Even he admits that, he did not produce Medical certificate before Inquiry Officer to substantiate his case of having good ground to remain absent.

8. Heard both the advocates on the punishment. Learned Advocate for the second party placed reliance on the citation published in 2001 III CLR Page 93, where Hon’ble Rajasthan High Court observed that, while passing maximum punishment like dismissal from service or compulsory retirement, the authority who passes such order must consider the long standing service of the concerned workman, nature of misconduct and family background of the workman. Whereas Learned Advocate

for the first party placed reliance on the copy of judgment published in (2000) 7 SCC page 517 where Apex Court observed that, in case of proved misconduct, penalty given by Competent Authority need not be disturbed by the Tribunal. He also placed reliance on one more copy of judgment of Apex Court published in 1972 SCC page 32 where it was observed that, when there are serious charges of misconduct which are proved against employee, must be considered by the authority while passing punishment and in that case, Court should not interfere in the punishment.

9. In the instant case which is at hand, we find second party was working with first party as a Gangman who joined on 26-10-1983. About his absenteeism from 4-5-94 for number of years chargesheet was served. Enquiry was conducted. As far as absenteeism is concerned, it is not disputed by second party workman. Even it is not disputed that, he has not intimated about his sickness to the first party and its officers. It is also a matter of record that, so called medical certificates produced by second party before appellent authority admittedly were obtained by him on the one day regarding his absence from 1994 to 1997. Even he admits that, those were obtained by him from the concerned doctor by one visit. It is also a matter of record that, doctor was not examined in support of those medical certificates. It is matter of record that, he was absence without proper sanction or proper approval of the first party.

10. It is a matter of record that second party joined as a Gangman and remained absent from his duty from 4-5-1994 till 15-10-96. It also a matter of record that, there is no approval or sanction to his above absenteeism. Still one has to consider whether this absenteeism can be treated as serious misconduct as observed by Apex Court while deciding case of Janata Bazaar (South Kanara Central Co-op. Wholesale Stores Ltd.) and Ors, V/s. Secretary, Sahkari Naokarara Sangh & Ors. In the case supra, there was serious type of misconduct proved against the workman in that case and that too of misappropriation of goods. Whereas in our case, there is simple charge of absenteeism without permission is levelled against second party workman. Besides it is to be noted that, second party workman worked as a Gangman. It is a fact that, he remained absent and his absence is not proved as effected on the day to day functioning of the first party. Besides he is not a skilled worker which may affect on day to day functioning of first party. Moreover, no other allegations are levelled against him except period of absenteeism involved in the reference. Even it is not case of first party that, he is habitual in remaining absent from duty. The record and

proceedings reveals that, this is the only isolated incident of absenteeism which invite first time probe against him during his service period. So in my considered view, said absenteeism cannot be equated with serious proved misconduct as happened in above referred case (supra) by the first party. As Hon'ble High Court of Rajasthan observed that, while giving such a severe punishment of dismissal from service which is maximum penalty in the labour jurisprudence, one has to see the long service tenure of the workman, his status, nature of offence levelled against him and the background from where such workman came. Considering all that I conclude that, definitely in the case of absenteeism, punishment of dismissal from employment is harsh and extreme. At the most his absence period can be treated as a leave without pay. To bring check on this type of attitude, at the most warning can be given or some increments can be stopped. But here, instead of passing such a punishment which may be of reformatory nature, first party straight away served very deterrent punishment of dismissal. Moreover nowadays there is a trend of giving reformatory measures which are taken on humanity grounds and which also give opportunity to the concerned to show improvement and take lesson from his fault which he made in his past.

11. In this scenario, I feel it proper to interfere in the order of punishment awarded on second party and conclude that, punishment awarded of dismissal is harsh and need not be maintained as not justified. So I answer above issues to that effect and conclude that, punishment of dismissal for absenteeism is not just and proper but it is harsh one. I also conclude that, to meet the ends of justice, if his absenteeism is treated as leave without pay and by giving warning if he is taken in the employment, it will suffice the purpose. Accordingly I allow this reference and passes the following order:

ORDER

- (1) Reference is partly allowed.
- (2) Punishment served on second party of dismissal dt. 15-10-96 is set aside treating his absentee period as leave without pay and direct first party to take second party workman in the employment with a warning that, if he commit any such fault, it will not be spared.
- (3) First party to enroll second party in the employment within 3 months of this order.
- (4) In the circumstances there is no order as to cost.

Dated : 1-12-2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 11 जनवरी, 2007

का.आ. 306.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट [संदर्भ संख्या 12 (सी)/2003] को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-1-2007 को प्राप्त हुआ था।

[सं. एल-12011/5/2002-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th January, 2007

S.O. 306.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 12 (C)/2003] of the Industrial Tribunal Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen which was received by the Central Government on 10-1-2007.

[No. L-12011/5/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

Reference Case No. 12 (C) of 2003

Between the Management of State Bank of India, Patna and their workmen represented by the General Secretary, State Bank of India Employee Union, Bihar State, Patna.

For the Management : Shri S. K. Upadhyay, Assistant Manager (Law) State Bank of India, Zonal Office, Muzaffarpur.

For the Workmen : Shri. G.K. Verma, General Secretary, State Bank of India Employee Union, Bihar State, Patna.

PRESENT

VASUDEO RAM, Presiding Officer,

Industrial Tribunal, Patna

AWARD

Patna, Dated the 30th December, 2006

By adjudication Order No. L-12011/5/2002-IR (B-I) dated the 30th day of May, 2002 the Govt. of India, Ministry of Labour, New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 the following dispute between the management of State Bank of India, Local Head Office, J.C. Road, Patna and their workmen represented by the General Secretary, State Bank of India Employees Union, Bihar State, Patna to the Tribunal for adjudication on the following :

“Whether the claim of the Union to regularise the services of Shri Ram Prit Yadav, Rajesh Kumar Ram and Ratnesh Paswan, Part-time-Sweeper-cum-Frash

of Darbhanga Branch of State Bank of India, is justified? If so, to what relief they are entitled?”

2. Notice to the parties were issued by this Tribunal on receipt of the reference. The parties accordingly appeared and filed their respective written statements. The contention of the Union is that Darbhanga Branch of State Bank of India was housed in a single storeyed Govt. premises till January, 1991 and there was only one part time-sweeper named Dilip Kumar Ram. In January, 1991 the branch shifted to its own building in Station, Road, Laheriasarai having three floors, each floor having approximately 7200 sq. ft. carpet Area which necessitated appointment of at least three full-time-Sweeper-cum-Farash. In January, 1991 the then Branch Manager of the Branch after interview selected three person namely Ram Prit Yadav, Rajesh Kumar Ram and Ratnesh Paswan and appointed them as part-time-sweeper-cum-Farash, but no appointment letter was issued. Though the aforesaid three workmen were appointed as Part-time-sweeper-cum-Frash the work of Part-time-sweeper-cum-Farash was taken from them from 8.00 A.M. to 10.30 A.M. and thereafter the work of messenger or peon was taken till closure of the Bank business of the day. Each of the aforesaid workmen were paid Rs. 10 only per day from January, 1991 till December, 1998 and thereafter @ Rs. 12 per day till 5-8-2002 the date on which their services were terminated without any letter or notice or compensation. Besides that they were paid an additional sum for performing the duty of Full-time-Messenger.

3. Further, the contention of the Union is that whenever the regular messenger or Cash-Coolie went on leave or were deployed on other works the aforesaid workmen worked in Cash Department in his place. The attendance of these three workmen were marked in a Demy Register by Deputy Head Cashier and at the end of the month the attendance report was sent to the Establishment Section for payment of wages monthly through petty cash Register of the branch. Further, according to the Union because of preoccupation of these workmen in messengerial work during the working hour of Bank in March, 2000 one part-time-Sweeper Shri Kailash Ram was appointed but Kailash Ram remained absent from work regularly. In October, 2000 a Full-time-Sweeper Shri Bishwanath Ram was appointed. Further, the contention of the Union is that these three workmen were not paid directly for the said work. The amount to be paid to them was transferred to the personal account of Shri H.K. Sen Gupta, the then record keeper and subsequently Banker's Cheque was issued in the name of Shri B.N. Biswas, Stationary-in-charge and thereafter in the name of Shri S.N. Mishra and the said persons paid the amount to these three workmen. According to the Union the Post on which these three persons worked continuously since 1991 are of permanent nature and cannot be termed as temporary in view of the definition given to such category of employees in paragraph 508 of Shastry Award and retained in para 21.20 of Dessai Award. Further, the contention of the union is that the work and conduct of these three workmen was found satisfactory yet without any notice or retrenchment

compensation their services were terminated w.e.f. 5th August, 2002 in violation of the provisions under Section 33 of Industrial Disputes Act, 1947. The claim of the union is that these workmen are entitled to regularisation in service in permanent cadre with full regular wages minus the daily wages already paid to them with retrospective effect after completion of first 6th months or 9th months continuous service from 1st January, 1991. The workmen have also claimed the relief of Annual increment, seniority, leave, liveries, Contributory Provident Fund etc.

4. The contention of the management is that Ram Prit Yadav, Rajesh Kumar Ram and Ratnesh Paswan can not be the members of State Bank of India Employees Union, Bihar State and as such the Dispute is not an Industrial Dispute within the meaning of Industrial Disputes Act, 1947. Further, the contention of management is that Ram Prit Yadav, Rajesh Kumar Ram and Ratnesh (Ratneshwar) Paswan were never recruited and appointed by the competent authority empowered and authorised to make appointment. The appointments made without observing the mandatory provisions of recruitment rules is a nullity. They were engaged casually for casual nature of work on job work basis by the staff members of the Branch. A casual or temporary employee or daily wage worker cannot claim continuance or regularisation when such an ad hoc employment was not given against any sanctioned vacancy. In this case there was no sanctioned vacancy and the person who engaged them had no authority to sanction a post. Besides that no management can be forced to create a vacancy or to sanction a post for absorption of casual labour engaged on temporary basis. Further, according to the management, Darbhanga Branch has already been provided with requisite number of staff and there is no need of further recruitment. According to the management there was no need of making the attendance of these three persons in attendance register because they were not the employees of the Bank. Further, the contention of the management is that the said three persons were engaged as casual labour by the staff occasionally and the payments were made by debit to charges a/c sundry and not by debit to charge a/c salary and allowances. The aforesaid three persons were not paid by the Bank. The said three persons were not the employees of the Bank and the Bank never terminated their services. The Bank advised the staff members not to engage any person for sweeping and dusting and to get the work done by the existing staff. Hence the staff discontinued engaging the three persons. Since the three persons were not the employees of the Bank not the Bank terminated their services, there was no question of giving notice or retrenchment compensation. According to the management the claim made by the union is not justified and hence fit to be disallowed only.

5. Upon the pleadings of the parties and the terms of reference the following points arise out for decision :

- (i) Whether the dispute as raised by the Union is an Industrial Dispute?

- (ii) Whether the said three persons served the State Bank of India, Darbhanga Branch more than 240 days in a calendar year?
- (iii) Whether the claim of the Union to regularise the services of Ram Prit Yadav, Rajesh Kumar Ram and Ratnesh Paswan is justified?
- (iv) To what relief or reliefs, if any, the workmen are entitled?

FINDINGS

6. Oral as well as documentary evidence have been adduced on behalf of both the parties. Altogether 5 witnesses have been examined on behalf of the Union out of which Sachchidanand (W.W.1) is a retired Head Clerk of State Bank of India (hereinafter referred to as S.B.I. for brevity) Darbhanga Branch. From his statement it appears that he worked in that Branch from 1962 to 1965 and again from 1968 till his retirement in June, 1999. He is an important witness because he (WW1) remained posted in that branch in the period when these three persons namely Ram Prit Yadav, Rajesh Kumar Ram and Ratnesh Paswan claimed to have been appointed and working Ratnesh Paswan (WW 2) and Rajesh Kumar Ram (WW 5) are the two out of three persons for whose regularisation in service this reference has been made. Hafiz Mukhtar Ahmad (WW3) is Special Assistant Posted in that Branch since 1982. He has produced Bi-Partite Settlement (Ext. W/8) and has proved the representation filed by the Secretary of the Union (Ext. W/9) on behalf of these workmen. Bishwanath Biswas (WW4) is also a Special Assistant of that Branch of S.B.I. as against that only one witness C.B.P. Sinha (M.W.1) Chief Manager, S.B.I. Anchalic Office, Patna has been examined on behalf of the management. The union has produced photocopy of payment vouchers of concerned workmen (Ext. W-series, Exts. W/1, W/2 and W/4), photo copy of charge A/c debit slips (Exts. W/3 and W/5), photocopy of Attendance Sheets 14 pages (Ext. W/6 series) photo copy of Bi-Partite Settlement (Ext. W/8), photo copy of Union's letter (Ext. W/9), and the photo copy of School Leaving Certificates of three workmen (Exts. W/7 and W/10). The management has produced copy of Recruitment Rules (Ext. M), photo copy of pay sheets of other staff (Ext. M/1), photo copy of attendance sheets of other staff (Ext. M/2) and the photo copy of Draft Budget-cum-settlement from (Ext. M/3)

7. Point No. 1 :

It has been mentioned above that according to the management the said three persons were neither appointed nor paid by the Bank, they were engaged as casual labourers by the staff members State Bank of India Employees Union, Bihar State (hereinafter called 'the Union' for brevity) and as such the dispute is not an Industrial Dispute as defined under the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity). In this regard I would like to mention that according to Section 2 (s) of 'the Act'; "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of

employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- “(i) who is subject to the Air Force Act, 1950 (45 of 1950) or the Army Act, 1950 (46 of 1950), or The Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature or the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.”

8. Ratnesh Paswan (WW2) and Rajesh Kumar Ram (WW5) have stated that they and Ram Prit Yadav were appointed in January, 1991 in S.B.I., Darbhanga Branch on the post of Part-Time-Sweeper-cum-Frass and they did the sweeping and dusting work in the Branch from 8 A.M. to 10.30 A.M. Thereafter they did the messengerial work. They have stated that they were paid monthly at the rate of Rs. 10 per day excluding the Sundays and Holidays. From 1999 they were paid @ Rs. 12 per day. Sachchidanand (WW1) who remained posted in S.B.I., Darbhanga Branch from 1968 till 1999 and retired in 1999 from the post of Head Clerk has supported the said statement of WW2 and WW5 discussed above. Bishwanath Biswas (WW4) Special Asstt. S.B.I., Darbhanga Branch has also supported that these three persons worked as Part-Time-Sweeper in that Branch. He has further stated that these three persons were not paid directly, they were paid through staff as per the order of the Bank Management. He also made such payment to these three persons. Prior to him payment used to be made through H.K. Sen Gupta and after him (WW4) the payment to these three persons used to be made through S.N. Mishra. He has further stated that A.K. Sinha, Deputy Head Cashier used to send the attendance sheet of these persons. On the orders of Chief Manager or Personnel Manager vouchers were prepared and these three workmen were paid through vouchers. He has stated that Ext. W series are the vouchers through which the concerned three workmen were paid. In cross-examination nothing has been brought out by the Bank management upon which the testimony of the aforesaid witnesses can be disbelieved or discarded. They are competent witnesses and I find their statements on these points worth reliance. Charge of debit slips (Exts. W/3, W/5) filed on behalf of the union go to show that the amount was sanctioned by the Bank authorities to staff for making payment to these part-time-workers. The solitary witness

C.B.P. Sinha (MW1), Chief Manager, S.B.I. Anchal Office, Patna who claims to have remained posted in S.B.I. Darbhanga Branch as Branch Manager from August, 2003 to June, 2006 has very honestly stated that these three workmen did not work in S.B.I. Darbhanga Branch during the tenure of his posting in that Branch. It may be recalled that these three persons were removed from service w.e.f. 5-8-2002 itself prior to the posting of MW1 in that Branch. It would not be out of place to mention that the said removal was during the pendency of this case.

9. As many as 14 copy of Attendance Sheets have been filed on behalf of the Union and W.W.1 has proved the same and the same have been marked exhibit as Ext. W/6 series WW 1 has stated that the attendance of these three workmen were made on Demi Book by the then Deputy Head Cashier, A.K. Sinha. The Union has also filed the copy of as many as 19 vouchers (Ext. W series) through which these three persons were paid monthly for their work done as Part Time Sweeper @ Rs. 10 per day. Those vouchers bear the signatures of Rajesh Kumar Ram and Ratnesh Paswan and the L.T.I. of Ram Prit Yadav. It has already been noted above in para 8 that debit a/c slips (Exts. W/3 and W/5) go to show that the amount was sanctioned by the Bank authorities for being paid to those persons. As against that photo copy of Pay Sheets (20 pages) (Ext. M/1 series) and photo copy of attendance register (27 sheets) Ext. M/2 series have been filed on behalf of the management to show that the names of these three persons are not on those documents meaning thereby these three persons were not the employees of the said Bank. May that be, from the oral testimony of the workmen witnesses already discussed above in para 8 and also from the documents Exts. W and W/6 series discussed above it is amply proved that the management of S.B.I., Darbhanga Branch took work from these three persons as Part-Time-Workers and paid them for their work done. That shows that these three persons without any doubt are covered under the definition of ‘workman’ under Section 2 (s) of the Act.

10. Now coming to the point as to whether S.B.I. Employees Union, Bihar State is competent to espouse the cause of these three workmen even if they were not the members of the said Union I would refer to the provisions of Section 36 (i) (c) of the Act which deals with the representation of parties. It reads “Where the worker is not a member of any trade union, by any member of the executive or other office bearer of any trade union connected with or by any other workman employed in the industry in which the worker is employed and authorised in such manner as may be prescribed.”

In this case also the said three workmen have filed authorisation letter dated 10-7-2003 before this Tribunal authorising Shri G.K. Verma, General Secretary, State Bank of India Employees Union, Bihar State, Patna and in his absence Shri P.S. Pal, the Organising Secretary of the said Union to represent them in the proceeding before this Tribunal. Under the circumstances I find that the Union

has rightly and legally taken up the case and cause of the aforesaid three workmen. Thus it is amply proved that the dispute as raised by the union is an industrial dispute as defined under Section 2 (K) of the Industrial Disputes Act, 1947. This point is accordingly decided.

11. Point No. (ii)

It has already been mentioned above that according to the Bank Management the concerned three persons were never recruited and appointed by the authority empowered and authorised to make appointment. The said three persons were engaged casually for casual nature of work by the staff members of the Bank and their engagement as such was not against any sanctioned post and the persons engaging them had no power to sanction the post. Leaving aside the said points for the present I take up the point as to whether the said three persons served the Bank for 240 days in a calendar year. In this regard I would like to mention that I have already discussed and found above that the management of S.B.I. Darbhanga Branch took work from these three persons as Part-Time-Sweeper-cum-Frash and paid them from their work done. WW. 2 and WW. 5 in their statement before this Tribunal stated that they have worked for 280-285 days every year excluding the Sundays and Holidays. Nothing has been asked on this point on behalf of the management from WW2 in cross-examination and in cross-examination of W.W.5 it has come that he used to be paid between Rs. 260-280 per month and that is also supported from the vouchers (Ext. W-series) which show that these three workmen worked and were paid monthly @ Rs. 10 per day. I may mention here that it is a fact that these workmen were not the regular employees of the Bank Management and under the circumstances it was but natural that their names did not find mention in the attendance register of the regular employees of that bank the photocopy of which filed on behalf of the management is Ext M/2 series and the photo copy of the regular employees, pay sheets Ext. M/1 series. But this fact cannot be denied that these three persons worked for the Bank and in the Bank and the payment for that work done though @ Rs. 10 per day was made by the Bank. Thus from the evidence led on behalf of these three workmen by the Union, discussed above it comes on calculation that these workmen put in their services average about 26 days in a month which comes to more than 240 days work in a calendar year for more than ten years. Thus these workmen shall be deemed to be in continuous service as defined u/s. 25-B of the Industrial Disputes Act. Point No. (ii) is accordingly decided.

12. Point No. (iii)

Coming to the point as to which authority appointed them I find that there is no appointment letter. WW2 has stated that the then Branch Manager Shri Mahesh Jha had appointed them which has been supported by WW1 in his statement before this Tribunal. The Bank Management for the reasons best known to them withheld production of Shri Mahesh Jha as witness to controvert the same. Under the circumstances it can safely be accepted that at the

instance of the then Branch Manager of S.B.I., Darbhanga Branch these three persons were engaged to work as Part-Time-Sweeper-cum-Frash. As regards sanction of posts the management contends that there was no sanctioned vacancy of Part-Time-Sweeper-cum-Frash in that Bank. The Union also has produced no evidence either oral or documentary to prove that there was sanctioned vacancy and these three workmen were appointed against the said vacancy. In this regard there are catena of decisions including the case of State of Haryana and others etc. Vs. Piara Singh and others reported in AIR-1992-SC 2130 in which it has been expressed by the Hon'ble Apex Court that if a casual labourer has continued for a fairly long spell-say two or three years a presumption may arise that there is regular need for his services. In such a situation it becomes obligatory for the concerned authority to examine the feasibility of his regularisation. While doing so the authorities ought to adopt a positive approach coupled with an empathy for the persons.

Here in this case I have already discussed that these three workmen continued working for the management in S.B.I. Darbhanga Branch for more than ten long years and that amply shows that there is regular need of their services. It cannot be accepted that an office of a Bank having three floors would not require sweeping and dusting regularly. Under the circumstances it is immaterial that there was no sanctioned vacancy in the Branch. On behalf of the management rules of Recruitment to Clerical and Subordinate cadre (Ext. M) has been filed and it has been stated by MW.1 that the Branch Manager had no authority to appoint Part-Time-Sweeper. From perusal of the said Ext. M it appears that the said document is silent on the point of appointment of Part-Time-Sweeper. There is no prescribed qualification for the post of Sweepers, though on behalf of the workmen School Leaving Certificates have been filed (Ext. W/7 and W/10) to show that they are literate. Moreover no Educational Qualification is required for a person doing sweeping and dusting work.

13. From the above discussion it cannot be denied that the Bank needed the services of these three workmen and utilised the services of these workmen for a long period. Under the circumstances the question whether they were initially appointed regularly or irregularly becomes immaterial for the question involved in this case. The above view is supported from the decisions of our own Hon'ble High Court, Patna in the case of Bihar Fruit and Vegetable Development Corporation Vs. State of Bihar reported in 1994 (1) PLJR-377. Under the circumstances I find that since these three workmen have completed several 240 days of their services as Part-Time Sweeper-cum-Frash in Bank in every calendar year, they have to be regularised. Under the circumstances I find that the claim of the union to regularise the services of workmen Ram Prit Yadav, Rajesh Kumar Ram and Ratnesh Paswan is justified.

14. Point No. (iv)

I have already discussed and held above that these three workmen have completed 240 days of their service as

Part-Time-Sweeper-cum-Frash in every calendar year since 1991 and they have to be regularised in service. Under the circumstances I find that their services should be regularised w.e.f. January, 1992. Besides regularisation they are also entitled to all the benefits including pay etc., which a regular IVth Grade employee is entitled to, minus the amount already paid to them by the Bank. This point is decided accordingly.

15. In the result I find that the claim of the Union to regularise the services of workmen Ram Prit Yadav, Rajesh Kumar Ram and Ratnesh Paswan is justified and their services should be regularised w.e.f. January, 1992 with all benefits as IVth Grade Employee including pay etc. which a regular IVth Grade Employee is entitled to in the Bank minus the amount already paid to them. The management of State Bank of India is directed to comply with the same within two months from the date of publication of this Award.

16. Award accordingly.

Dictated and corrected by me.

Dated : 30-12-06 VASUDEO RAM, Presiding Officer

नई दिल्ली, 11 जनवरी, 2007

का.आ. 307.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, सोलापुर के पंचाट (संदर्भ संख्या 21/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-1-2007 को प्राप्त हुआ था।

[सं. एल-12025/8/2006-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th January, 2007

S.O. 307.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/96) of the Labour Court, Solapur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway and their workmen which was received by the Central Government on 10-1-2007.

[No. L-12025/8/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE COURT OF JUDGE, II LABOUR COURT,
SOLAPUR

AT: SOLAPUR

Reference IDA No. 21/96

Adjudication between—

Divisional Manager,
Central Railway Division,
Solapur

..I Party

And

Bharat Limba Kokate,

Rpo:—Vitthalwadi,

Post Uplai,

Tal. Madha,

Dist. Solapur

...II Party

Corum : Shri S.K. Shalgaokar, The Presiding Officer.

APPEARANCES

Shri G.H. Kuikarni, Advocate, for I Party

Shri A.V. Kakade, advocate, for II Party

FINAL AWARD

(Dictated and declared in open court on 14th Sept., 2005)

1. It is an industrial dispute as defined u/s. 2 (a) r/w. Sec. 2 (k) of the I.D. Act, 1947, referred to this court for adjudication of the same, by the appropriate Govt. i.e. Government of India through the Labour Ministry, vide its order dated 17-4-93 below Exh. O-1 as per its delegated powers of Sec. 10 (2a) (1d) of the I.D. Act, 1947 for the demand as mentioned in the schedule thereof.

2. In response to the same the second party workman has filed his statement of claim below Exh. U-2 on 12-9-97 whereby it is contented and that could be taken down in brief are as under :

That, the second party workman got initially employed with the first party Railway Dept. in the year 1977 as a Gangman with its Kurudwadi Sub-division and he continuously worked with it up to 18-11-86. However, according to the said workman one Shri Tatpate Saheb on 19-11-86 as orally terminated his services without assigning any reason for the same.

3. The second party workman has stated further therein that at the time of his impugned termination he was neither issued with a notice for a month nor paid notice pay in lieu of notice no retrenchment compensation was paid to him. Similarly, no seniority of workers as per their gradation got maintained, nor published on the notice board. Some Juniors have been retained after his impugned termination so taken place and thereby violated all the provisions of I.D. Act, 1947.

4. He was drawing Rs. 300 p.m. towards his wages last drawn. He was not issued with any order of termination nor any enquiry was made but his 12 years continuous service got set off finally that too orally which is *voidab initio*. Therefore, his prayer that he be granted with reinstatement with continuity of service along with payment of full back wages w.e.f. 19-11-86.

5. Below Exh. C-3, there is a written statement so filed on record on 16-9-98 whereby it is contented and that could be taken down in short are as under :

That, the very reference IDA matter is neither maintainable nor legal under the provisions of the law. Similarly, the second party has not given any demand notice to the first party, on that ground as well as there has been an inordinate delay in approaching the concerned authority

which remained unjustified, on this ground also the reference be rejected with costs.

6. It is specifically denied that the second party was working as a Gangman with the first party since 1977 and also denied that on Shri. Tatpate Saheb had orally terminated his services on 19-11-86.

7. However, it is the case of the first party that the second party had worked as a casual labourers/Gangman right from 1-3-78 to 3-2-83 in a broken spell, during that period he had worked only for 473 days with the first party.

8. In the year 1982 the second party was directed for medical examination, whereby he was declared medically unfit for 'D'-1 classification, but fit for 'C'-1 classification, hence he was not considered for the post of Gangman. Later on he was engaged as a casual labourer on 4-2-83 and worked upto 2-10-83 in broken spell, but the second party has not turn up for work and remained absent from 3-10-83 onwards as he was not fit for the post of Gangman, but thereafter he did work as a Khalashi.

9. Thereafter the second party had worked and was engaged for a specific period and for specific work for 13 days with I.W....from 6-11-86 to 18-11-86 for Kartiki Festival. He was well aware of this fact of his appointment was for specific work and specific period and since it got expired the services of the second party came to an end automatically.

10. It is the case of the first party further that the second party did not worked continuously in any one of the year, nor worked 240 days in any calender year, hence the provisions of the I.D. Act, 1947, on that count were not required to followed by the first party.

11. There was a complete ban on engagement of casual labourers by the first party w.e.f. 17-1-81 and hence no casual labourer was engaged with it, as no work was available with it and as he has been declared medically unfit by the concerned authority, hence he could be engaged as a Gangman. There was also no vacancy with the first party. Therefore the case of the second party be rejected with costs as lastly prayed therein.

12. Below Exh. U-4 the second party has produced on record zerox copy of his service book vide No. 252478 meant for record of service as casual labourer and also copy of the concilation failure report by the Govt. of India Ministry of labour office dated 3-8-94.

13. Below Exh. U-6 the original record of service as a casual labourer Booklate filed by the second party with the list below Exh. U-6 on 16-8-05.

14. On the basis of the rival contentions of both the parties to the litigation this court has framed issues below Exh. O-2 on 15-7-05 and the same are being answered by

this court through its findings of course with the reasons thereof are as under :

ISSUES	FINDINGS
1. Does second party workman prove that he has completed 240 days service during the 12 months last preceding the date of termination w.e.f. 18-11-86 as per u/s. 25B of I.D. Act, 1947 ?	...No
2. Does he further prove that his services were terminated in breach of Section 25F of the I.D. Act r/w. Rule 80/81 of the I.D. (Bombay) Rules 1957 ?	...No
3. In alternative, the first party employer prove that the second party workman was appointed for specific period and for specific work as a casual labour, hence it is covered under Sec. 2(oo)(bb) of the I.D. Act, 1947 ?	...No
4. Thus does lastly second party workman prove that he is entitled to be granted with reinstatement with continuity of service along-with payment of full back wages w.e.f. 19-11-86 ?	No as per final award so passed today in the second session.
5. What is the final order/award ?	

REASONS

15. Heard Ld. Advocate Shri. Kakade for the second party workman on 6-9-05 and the Ld. Advocate Shri. G.H. Kulkarni for the first party department has filed on record a written notes of arguments below Exh C-12 and citations with compilation below Exh. C-13 on 12-9-05 respectively.

ISSUE No.1 :

16. In this connection, the second party-workman has preferred to remain absent and also not adduced oral evidence till the date, except his purshis so filed on record below Exh. U-7 on 16-8-05 with the 'say', that the second party does not want to lead any oral evidence under the signature of his Ld. Advocate on record. His original service book titled as "Record of Service as casual labourer" does show; that in all right from 1-3-78 till 4-1-83 he attended his work and worked for in all total 819 days i.e. during the span of 6 years he worked accordingly. Of course; that is as the title goes as the casual labourer, It is with affixing photograph duly filled in with his name and certified with the signature of Kurdwadi Railway Central Railway, Dist. Solapur, the employer with its seal and singature thereof. The nature of job on initial employment vide para 7 so shown therein as a Gangman.

17. Then later on in the said book (original) the entries of his total work of 632 days. During the period from 4-6-80 to 3-4-82 total number of days he worked as 632 days. On the last page thereof entries of his work duly signed and certified by workshop Inspector (Bridge and floud) Solapur shown as for 89 days he worked with the remark "discharge on completion of river gugging work" lastly he has been shown to have been worked during the period from 6-11-86 to 18-11-86 total of 13 days he worked duly signed and certified with the signature of his employer Kurdwadi Small Line Central Railway Kurdwadi, Dist. Solapur. It goes to show and establish, except this original his service book on record with the list below Exh. U-6 the second party has produced on 16-8-05 through his adv. on record; but to substantiate and corroborate the same, he himself has got not examined before the court on oath; despite of sufficient opportunity so given to him to do so, the second party workman did not prove it, of course; through the cogent evidence before the court; that he had worked for more than 240 days of service in each year; much less in the last preceding 12 months to the date of his impugned termination i.e. dated 18-11-86 on record.

18. On the other hand; from the very material on record presicely, the original booklet of record of service as casual with the list below Exh. U-6, in the year 1986 it seems, that the second party had worked 89 days only during the period of 19-7-86 to 18-10-86 for a specific work for a specific period and got discharged as endorsed therein by his employer, after completion of "work of river gugging work" thereafter he was employed as a casual labourer for 13 days during the period from 6-11-86 to 18-11-86 only. Accordingly it is held; that the second party workman has utterly failed to prove this issue of course through the cogent evidence, that he had completed 240 days of continuous service during the last preceding 12 months to the date of his impugned termination. i.e. 19-11-86 within the meaning of Sec. 25-B of the I.D. Act, 1947, hence, it is required to be answered negatively for the reasons as discussed above.

ISSUE No. 2 : and 3 :

19. Since, the issue no. 2 and 3 are interdependant and interloclutory one, their common finding and answer is required to be given by this court; in order to maintain its brevity and avoding its overlapping of the same.

20. No doubt, in the conciliation proceeding, which is the part and parcel of the reference-IDA-matter; the first party-department did not appear at all, nor filed any 'reply' as reflected in the last para of the very conciliation failure report consisting of 2 pages dated 3-8-94; but for the first-time in his 'written statement' below Exh. C-3 vide para taken the pleas by way of defence therein with the 'say', 11hes that the second party workman was employed as a casual laboure/Gangman during the period of 1-3-78 to 3-2-83 in broken spells and later on, as he was found

medically unfit for D-1 classification but medically fit for C-1 classification he was not considered for the post of Gangman. Again, he was employed as a casual labour during the period 4-2-83 to 2-10-83 and later on two different occassons, he worked only for specific period for specific work and 13 days lastly as a casual labourer only. But to support this, the first party dept. has neither produced a single piece of the documentary evidence, nor adduced oral evidence from its side, but preferred to file its evidence closing purshis below Exh. C-11 on 24-8-05.

21. However, on the basis of material on record, as discussed above more particularly on the basis of and on the strength of negative findings to given by this court to issue no. 1 as above in the foregoing paragraphs of this Judgment, it is held, that the second party-workman has totally failed to prove this issue, that his services were terminated orally in breach of Sec. 25F of the I.D. Act, 1947, r/w. Rules 80/81 of the I.D. (Bombay) Rules 1957 on the date of his impugned termination i.e. on 18-11-86. Accordingly, the issue no. 2 stands answered negatively.

22. With regard to issue No. 3, the first party for want of iota of oral as well as documentary evidence from its side of course through the cogent evidence before the court hence not placed that the said appointment of the second-party workman in its employment was as a casual-labourer for a specific purpose specific period, hence it was covered U/s. 2 (oo)(bb) of the I.D. Act, 1947, hence, it is also answered negatively.

ISSUE Nos. 4 : and 5 :

23. In this connection on the basis of the negative answer the court has given with regard to issue no. 1 and 2 and above, the second party-workman is not deserved to be granted with any relief as he prayed for, as it is observed that the second party workman has not shown any keen interest in prosecuting this lis tin real sense of the term. The court does find a sum and substance in the written submission below Exh. C-12, the first-party has made, that there has been latches on part of the second-party in raising an industrial dispute after lapse of bearly 10 years, as such no industrial dispute did exist on the date of the reference IDA-matter. Hence, they have referred to and relied upon the latest Judgement of Hon'ble Supreme Court of India, in the matter between Haryana State Coop. Land Development Bank V/s. Neelam reported in All India Services Law Journal Vo. IV 2005 (2) page 218, in which Hon'ble Supreme Court of India, held that.

".....Plea to reject the application filed after 7 years as she was waiting for result of cases filed by others- Plea of limitation opposed on ground that no limitation is provided under the Act—Right but then one cannot have liberty to come at any time—Court must consider the conduct of party while entertaining delayed case—here the respondent was not careful

and had even accepted another employment—
Considering the circumstances held the High Court
ought not to have entertained the matter.”

later on; he has referred to and relied upon the Judgment of Hon'ble Punjab and Haryana High Court and of our Hon'ble Bombay High Court and the respective Law so laid down therein has been since in tune with to that of the Hon'ble Supreme Court of India's Latest Judgment [Supra] All India Services Law Journal Vol. 6 2005 (2) page 218; hence not reproduced below.

24. However, it seems from the material on record; that as against the impugned termination of the second party; which is the oral one dated 19-11-86 the second party-workman; it seems from the very conciliation failure report dated 3-8-94; that for the first time the second party workman has raised an industrial dispute *vide* his letter dated 27-6-90 and a demand letter later on dated 16-7-90; alongwith his justification statement so mentioned therein i.e. after lapse of nearly 4 years; but the very conciliation failure report dated 3-8-94 and thereafter; during pendency of this Ref. IDA-matter of the year 1996 till today; the second party workman has shown his total reluctant and negative approach in prosecuting this matter on his behalf. It does not give any premium to his case at all.

Hence, the Law propounded by the Hon'ble Supreme Court of India, [Supra AISLJ Vol. 6 2005 (2) page 218] does apply to the facts and circumstances as emerged in this matter in hand before this court; *in toto*.

25. With this view in mind; these issues are required to be answered negatively based on material on record and finally the court proceeds to pass the following order/award, which would meet the ends of justice, equity and good conscience.

ORDER

I. Reference IDA below Exh. O-1 stands dismissed of course; with no order as to costs.

II. Award be drawn in terms as above.

Dt. 14-9-2005

S. K. SHALGAONKAR, Presiding Officer

नई दिल्ली, 11 जनवरी, 2007

का.आ. 308.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल रेलवे के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, सोलापुर के पंचाट (संदर्भ संख्या 15/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-1-2007 को प्राप्त हुआ था।

[सं. एल-12025/8/2006-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th January, 2007

S.O. 308.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/95) of the Labour Court, Solapur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway and their workmen, which was received by the Central Government on 10-1-2007.

[No. L-12025/8/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE COURT OF JUDGE, II LABOUR COURT,
AT: SOLAPUR

Reference IDA No. 15/95

Adjudication between—

The Divisional Railway Manager,
Central Railway, DRM's office,
Solapur

...I Party

And

Shri Siddalinga Shankar,
At Kudki, Kaganoor, Tal Aland,
Distt. Gulbarga

...II Party

Coram : Shri S. K. Shalgaonkar, The Presiding Officer

APPEARANCE

Shri G. H. Kulkarni, Advocate, and Shri V. R.

Deshpande, Advocates for the 1st Party.

Shri Ajit Kulkarni and Shri Kadganchi, Union
Representatives, for IInd Party

FINAL AWARD

(Dictated and declared in open Court on 1st July, 2005)

1. Industrial dispute within the meaning of Section 2(r/w), Section 2A and K. of both the parties to the litigation below Exh. U-1; the reference order so sent to this Court by the office of the Appropriate Government of India through its department of Ministry of Labour, New Delhi, as per the powers so allotted to it under the provisions of sub-sec. 1 of Section 10 of the I.D. Act, 1947 with the reference-order of the dispute; as to whether the action of the management of Divisional Railway Manager, Solapur division of Central Railway in refusing to appoint Shri. Siddalinga Shankar, its casual labour in regular service is reasonable and justified? If not what relief workman is entitled to, sent to this court for adjudication of the said industrial dispute, of course, by way of final award on merit.

2. On the basis of and in response to the notice so issued by the office of this court the second party below

Exh. U-7 has appeared and filed his statement claim on 20-11-98, whereby it is contended, and that can be taken down, in brief, as under; That the second party was appointed as a casual labour in Solapur division office of the first party who rendered 2 years continuous service during the period from 24-9-79 to 18-9-81. According to the second party he had actually worked for 683 days during that period. In each calender he has worked for 240 days. The work so given to him was perennial in nature and till date it was carrying on. According to the second party he was given work of carpenter, the post of carpenter was permanent and it belongs to III grade. The regular carpenter was given a scale of class III employees and other benefits due. His past service record is clean unblemished. His last drawn wages were Rs. 310 per month. Lastly he was in the employment of the first party from September 1981 to 19-9-1981 but he was not provided with the work and he was sent back on 20-9-81 onwards. Right from 19th Sept. 1981 he was trying for resuming his duty but without giving any reason; work was not assigned to him nor any reason was given and at the end of Sept. 1981 he was informed orally by his superiors/officers that his services were no more required and it is so terminated from 19-9-1981.

3. The contention of the second party that his impugned termination though orally was illegal and it deserves to be set aside at the hands of the court on the following grounds namely, no notice was issued nor notice pay in lieu of notice was paid by the first party management in his favour at the time of his impugned termination, similarly no retrenchment compensation was paid to him at that time nor seniority list was prepared or published nor it was displayed on the notice board. Since 1981 the second party was repeatedly asking the first party for his regularisation but his services were not regularised without any reason. Juniors to him were retained in service at the time of his termination. Therefore, the first party has violated the principles of natural justice, as well as provisions of Section 25F of the I.D. Act, 1947. Hence, lastly prayed, that the reference be allowed and he be ordered to be reinstated with continuity of service alongwith payment of full back wages.

4. Below Exh. C-5 the first party has appeared and filed his written statement on 22-2-2000 and contended therein that, the contentions, averments and allegations so levelled against it are denied to be true.

5. There is no demand notice as required U/s. 2(A) of the I.D. Act, 1947 made by the second party and on this count present reference is not maintainable. Similarly it is contentions of the first party that after his impugned termination which has been alleged to have been taken place on 19-9-81 the second party did approach this court after a lapse of 14 years and there has been inordinate delay in approaching this court and on that count also

reference is liable to be rejected. This court has no jurisdiction, as this court has got constituted for dealing with the disputes, in which the State Government is an appropriate Government and the appropriate Government for the first party is Central Government. Hence, the reference is deserve to be rejected on this count also. In addition to the constitution of C.A.T. for dealing with the industrial dispute of the Central Government this court does not have jurisdiction in this matter and it is ousted.

6. It is specifically denied, that the second party has rendered continuous service for two years i.e. from 24-9-79 to 18-9-81. It is specifically denied that the second party has rendered continuous service for 240 days in each calender year. Similarly as there has been no termination of service of the second party question of issuing any notice or payment in lieu of notice does not arise. It is specifically denied that provisions of Chapter 5-B of the I.D. Act, are applicable to the first party. Infact it is the case of the first party employer that the second party was working as a casual labour under the inspector of works, Solapur, during the period from 24-9-79 to 18-9-81 in broken spell. He had worked for 643 days only during that period. But he was working as a casual labour in Group 'D' category. The screening of casual labour/M.R.C.L./substitutes under Asstt. Engineer, Solapur, sub-division was held on 27-1-88 on which the second party was absent. The second party failed to appear before the screening committee held on 27-1-88 and hence he was not regularised and he was so advised accordingly on 27-1-91.

7. It is further contended that it is the duty of the casual labour/M.R.C.L./substitutes under whom they are/were working, but the second party did not avail the said opportunity for the reasons best known to him. The first party cannot insist the casual labour for joining the duties. The second party was not interested in his job with first party and as such he has not attended the job from 19-9-81 and therefore kept silence for long period of about 14 years. Similarly there was a ban for recruitment during the intervening period. As no termination did take place in violation of the Law at the hands of first party, no question of granting reinstatement, continuity or back wages arose. Hence the first party for dismissal of the present reference with costs.

8. Below Exh. U-10 the second party has filed on record zerox copy of service card so issued by the first party.

9. It seems from the record that the second party has filed on record notice of documents below Exh. U-8 on 25-4-2000 thereby calling upon the first party to produce on record seniority list of Jan. 1981, waiting list of casual labours prepared for screening test, list of workers called for screening test and documents regarding abovesaid screening test.

10. Thereafter below exh. U-12 the second party has produced on record zerox copies of the documents running 3 in numbers. Later on below exh. C-7 the first party has produced on record copy of letter dated 22-2-2000 with the list. Below exh. U-14 the second party has produced on record the original document running 4 in number. Lastly below exh. CU-29 zerox copy of the documents running 7 in numbers got produced on record.

11. Though it seems from the material on record as on today no issues have been framed by Ld. Predecessor of this court; hence they are being framed today and the 4 same are being answered by this court; of course; supported with the reasons thereof are as under :

ISSUES

FINDINGS

1. Whether it is proved that the Labour Court, Solapur, is having jurisdiction to try and decide the reference below exh. O-1 finally on merit as per the provisions of I.D. Act, 1947?

..Yes

2. Whether it is proved that the very reference—

I.D. matter before this court is not maintainable/this court has no jurisdiction to try and decide the said reference for want of jurisdiction in view of the constitution of C.A.T. to decide the industrial dispute of the Central Govt. employees?

..No

3. Whether it is proved that the very reference is not maintainable, on the count that there has been an inordinate delay/on account of laches of not raising the industrial dispute within reasonable period as per the provisions of the I.D. Act 1947?

..No

4. Does second party workman prove that he had completed 240 days of continuous service within the meaning of Section 25-B of the I.D. Act, 1947?

..No

5. Does second party prove that his impugned termination w.e.f. 19-9-81 has taken place in breach of Section 25-F of the I.D. Act, 1947 r/w. Rules 80 and 81 of the I.D. (Bombay) Rules 1957?

..No

6. Does he lastly prove that he is entitled to be granted with reinstatement with continuity of service and payment of full back wages w.e.f. 19-9-81?

..As per award so passed to-day in the second session.

7. What is final award/order of relief if any?

REASONS

12. Both Ld. Advocates for parties have preferred to submit their 'written notes of argument' more particularly below exh. U-30 second party has filed his written notes of argument in vernacular dated 29-3-05, alongwith the compilation of the case-laws, on which the second party workman has relied upon these are 7 in numbers; below exh. U-31; they are zerox copies. On the other hand; the first party, of course; through his advocate on record below exh. C-12 has filed his written notes argument on 21-6-05, with the list exh. C-13; it has filed on record zerox copies of the case laws which they have relied upon, they are 11 in number. In addition to the same; the second-party workman has referred to and relied upon latest case law of the Hon'ble High Court with list of citation below exh. U-35 on 21-6-85 and below exh. U-37 another case law of the Hon'ble Supreme Court of India, has been brought on record by him, with the compilation thereof. On the other hand the first-party of course, through his advocate on record on 23-6-05 has brought on record; the case-laws; on which, it has relied upon; No. 1 is of Hon'ble Supreme Court of India, which is unreported Judgment of the Hon'ble Supreme Court of India, respectively.

ISSUE NOS. 1, 2 & 3 :

13. With regard to these issues, naturally they are based upon the objection and the 'plea' so taken by the first party in its 'written statement below exh. C-5, more particularly vide para 3, 4, as well as 5 which touches to the root of the matter and very maintainability of the same under the provisions of I.D. Act, 1947. Hence, they are required to be framed, tried and decided on priority basis before touching to the merits of the main reference below exh. O-1.

14. The written submission on behalf of the first party on this count of course, supported with the case laws to that effect are as under: On the first count it has taken a ground that there is a delay of 14 years in approaching this court at the hands of second party, hence this court has no jurisdiction to try and decide the present reference. To that effect Ld. Advocate for the first party has taken shelter of the following case laws :

- (1) D.C., KSRTC, Gulbarga V/s. S. B. Balli reported in 2002-III-CLR-909 in which Hon'ble Karnataka High Court held that, 'though no time limit prescribed dispute must be raised within reasonable time, dispute raised after a long delay does not exist in the eye of law, Labour Court has no jurisdiction to entertain and decide it.'
- (2) Nedungadi Bank Ltd. V/s. K.P. Madhavan Kutty reported in 2000-I-CLR-671 wherein Hon'ble Supreme Court of India observed that a dispute which is stale could not be the subject matter of reference under Section 10 of the Act and in this case when the reference was made no industrial dispute existed or could be even said to have been apprehended.

- (3) Union of India V/s. Nandlal Rajgar reported in 1996 (73)-FLR-1681 in which Hon'ble Supreme Court of India held that ".....limitation to run from the date of such dismissal, if remedy not availed within limitation, he cannot challenge it in suit....."
- (4) The Management, M/s. Indian Iron and Steel Co. Ltd. V/s. P. Singh reported in 2000 (87)-FLR-790 in which Hon'ble Supreme Court of India held that ".....claim made almost after 13 years, Tribunal rightly did not grant him any relief, High Court committed error in interfering with as a court of appeal."
- (5) Executive Engineer K.E.B. Bagalkot V/s. M. K. Ron reported in 2001-1-CLR-210 in which Hon'ble Karnataka High Court held that unexplained delay of over 7 years in seeking reference, held "reference itself is not entertainable".
- (6) Balbir Singh V/s. Punjab Roadways and Anr. reported in 2001-1-CLR-788 wherein Hon'ble Supreme Court of India held that there is ground to interfere and that the award of Tribunal does not suffer from any as to warrant interference.

15. As against the same ; the second-party through his Ld. Advocate has taken shelter of Case Law of Hon'ble Supreme Court of India between Ajaib Singh V/s. Sirhind Co-op. Marketing-cum-Processing Service Society Ltd. And Anr. Reported in 1999-1-CLR-1068 in which it is held that "relief under the Act cannot be denied to the workman merely on the ground of delay as Limitation Act is not applicable and in case delay is established, the Labour Court or Tribunal can mould the relief as to back wages etc."

16. In this connection the Ld. Advocate for the first party below Exh. C-14 on 23-6-2005 referred to and relief upon the latest Judgment of Hon'ble Supreme Court of India in the matter between Haryana State Coop. Land Development Bank Vs. Neelam reported in All India Services Law Journal-VI- 2005(2)-page No. 218, in which Hon'ble Supreme Court observed that ".....Court must consider the conduct of party while entertaining delayed case..... . Considering circumstances held the High Court ought not to have entertained the matter."

17. Objection so taken by the First Party, of course, orally, that there has been no copy of the notice on record, in this connection the second-party with list Exh. U-33 has produced on record on 29-3-05 a copy of the 'demand-letter' dated 23-10-91 issued by the second-party addressed to the office of the first party G.M., Central Railway, Bombay V.T. seeking the relief as sought for thereby. In the conciliation proceedings, of course, not a single copy is attached with the letter of reference below Exh. U-3 by the office of the Appropriate Government ; when the reference was referred to this court for adjudication of dispute under the Act, 1947; but it is second

party with list Exh. U-25 brought on record; the zerox copy of the conciliation proceedings; including failure report dated 11-3-94; whereby it is revealed, that as against the impugned order of termination which took place on 19-9-81; as against the same, the second party has raised industrial dispute as against the first-party, by giving demand notice dated 23-10-93 for the first time i.e. after lapse of nearly about 10 years and odd months. It is interesting to note, at this juncture; that the demand notice dated 23-12-91 so produced on record by the second party workman in this matter does not indicate at all; on which specific date, his oral impugned termination did take place; but it has covered from the material on record more particularly through his 'statement of claim' below exh. U-7 the second party has filed it on record on 20-11-98, it goes to show, that after giving of first demand notice, he has approached this 'court with Statement of Claim' after lapse of nearly 8 years by filing the 'statement of claim'.

18. It is worthy to note here, that on all the occasions, when the second-party in approaching first party from time to time and repeatedly whether he has made any demand and request for his reemployment and reinstatement with the first-party is to be gathered from the material on record; more particularly from his oral evidence, which he has adduced before this court below Exh. U-15. In his examination in chief *vide* para 2 below exh. U-15 he has contended of course on oath; that he had been in the employment of the first party management right from 24-9-79 and worked till 18-9-81 and on 19-9-81 he approached the first party; but he was not provided with work with the 'say' that they would do so later on. Then, he approached Mr. Jadhav Inspector of the workshop, Central Railway, Solapur, who has also promised him, that he would be called for work later on. *Vide* para 6 in his examination-in-chief, he has further deposed before the Court, of course, on oath that he use to take visits of the departmental authorities, however, in 1982 they told him not to come for work; but it is known with *vide* letter dated 27-9-89 sent by the office of the Central Railway, Solapur. Later on, he approached the first party for getting work but he was not allotted with work. Then, later on, he was issued with letter dated 9-12-91 i.e. by G.M. Bombay. However, in his cross-examination *vide* para 10 on page No. 6 below Exh. U-15 he has fairly admitted, I am to quote, "I am not having any copy of demand with me, however, I had given notice to the Railway on my grievances. It is true that I am not having any document to show that I had raised demand on my grievances nor I have filed the copies of the demand raised on the railway and filed the same on record. In the year 1992 I had served a demand notice. I had sent that notice by R.P.A.D." All this goes to show and prove from the side of the second party-workman; that he has twice or thrice got the documents from the office of the first-party Railway-department; but which did not give any impetus in favour of the second-party; but it was for the first party to inform the second party as he did not attend the work and the screening test when it was fixed

for getting regularised the temporary/casual labours; his case can be considered later on i.e. At the time of next-screening test. However, the period, which is required to reach this court of course at the instance of the second-party after 10 years period; which is a totally inordinate delay and latches on the part of the second party-workman on remaining remain inactive and kept mum. Therefore, the Law propounded by the Hon'ble Supreme Court of India in its latest Judgement [Supra All India Services Law Journal, VI-2005 (2) page 218] does attract and apply to the facts and circumstances as emerged in this matter. Basically the second-party workman was aware, that he was allotted with the work as a casual-labour' on temporary basis and he was asked to work as and when he was allotted with the same; when it was available and it was for him to attend the work place; so that he could be provided with the work. later on; it seems that on 19-9-81 the second party has not brought on record any document to show letters issued by the first party as discussed above; he demanded work, he met with the authorities, but nothing has been done in his favour. In the absence of any document to corroborate and substantiate his case on account of delay from his side; the delay could be labelled as 'inordinate-one'. Even thereafter, after getting referred to this industrial dispute to this Court in 1995; the second party workman in this matter seems has approached this Court and filed his 'Statement of Claim' after a lapse of nearly 3 years i.e. on 20-11-98. It also corroborates, but not in his favour that he remained inactive and kept mum for years together. It is the settled principle of law that one who seeks equity must show equity and attentiveness and vigilance about rights by approaching first to get his grievances duly ventilated. Exh. U-15 does not support the case of the second party and in the light of except as earlier Judgements, as well as the latest case law of the Hon'ble Supreme Court of India; the Law laid down therein does apply to the facts and circumstances of this matter.

19. On the other hand; the written submissions so given on behalf of the second party workman that when there is no period prescribed for raising an industrial dispute at the instance of aggrieved party i.e. the Second party as per provisions of I.D. Act, 1947; the Law propounded by the Hon'ble Supreme Court of India in its Judgement known as Ajabsingh case could come to the rescue of the second party workman (Supra 1999-1-CLR-1068); whereby the Labour Court has discretion to mould the relief as to the back wages. However, with due respect; the Latest proposition of Law that too of the Hon'ble Supreme Court of the land [Supra : A.I. S.C.L Vol.-VI-2005, (2)] can prevail over its earlier Judgement and hence, made applicable to the facts and circumstances of this case. So on this count, it is held that the second party must fail; as he could not explain and justify the delay of more than 10 years and odd in raising an industrial dispute. Admittedly; there is no provision of raising an industrial dispute time within which, the aggrieved party should raise an industrial dispute; as provided under the Act, 1947.

at all. With this view in mind; respective issue is answered in the negative.

20. With regard to maintainability of the very reference so referred to this court, by the Central Government and objection so taken by the first party in its written statement. However; the first party has not referred to or relied upon any case law on this point. On the other hand, the second party has taken shelter of the Order and Judgement of Hon'ble Bombay High Court (Supra 2002-III-CLR-30) and Law propounded therein does apply to the facts and circumstances of the present case; as in this matter the Central Railway Department of the Railway Ministry of the Government of India, which has referred to this Industrial Dispute U/s. 2(a), 2(k) of the I.D. Act, 1947, below Exh. O-1 through the office of the Central Railway Ministry is definitely both on material on record and in the eyes of Law is maintainable and this Court has jurisdiction to adjudicate the reference on merit. Since; it has taken place for the sake of convenience to facilitate the workman employee by the Central Government in the local area of the state concerned. Admittedly, Labour Tribunal has been constituted by the State Government; but can also decide the reference so referred by the Central Government U/s. 2(a) and 2(k) of the Act, 1947. On this count; the first party must fail and this issue stands answered in the affirmative, as this Court has got jurisdiction to entertain and decide the present reference and adjudicate the same under the Act, 1947.

21. With regard to another limb of 'plea' so taken by the first party in its written statement itself below Exh. C-5; that by virtue of establishment of C.A.T.; this court has no jurisdiction to try and decide the present reference. Admittedly the second party has been working as a 'casual labour' as per Section 9 of the C.P.C. and provisions of Act, 1947; the second party workman is not prevented from approaching this court; when the reference stands referred to this court for adjudication of industrial dispute; simultaneously it is for the aggrieved party to raise an industrial dispute either with the Labour Court (State) or with the Central Labour-Court; if any. Thus; on this count the first party must fail and it is held that this court has jurisdiction to decide the present reference under Act, 1947.

22. With this view in mind, the issue No. 1 is answered in the affirmative and issue No. 2 and 3 are answered in the negative for the reasons as discussed in the for-going paragraphs.

Issue No. 4 and 5 :

23. In this connection before court starts and begins with the answer and finding to these issues it would be just and proper for it to reproduce Section '25-B' of the Act, 1947; which runs as under : "25-B Definition of continuous service—for the purposes of this Chapter—

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted

service, including service which may be interrupted on account of sickness for authorised leave or an accident or a strike which is not illegal or lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer —

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than —

(i) one hundred and ninety days in the case of a workman employed below ground in mine; and

(ii) two hundred and fifty days; in the other case;

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than —

(i) ninety-five days, in the case of a workman employed below ground in a mine; and

(ii) one hundred and twenty days; in any other case."

In this connection; it is to be noted; that 'burden of proving' this issue heavily lies on the sholder of the second-party to prove; that there has been continuous service and that he has completed 240 days within the preceding 12 months within the meaning of Section 25-B of the Act, 1947; of course, through cogent evidence before the court. In this connection; the second pary workman has produced documents with list Exh. U-12, Xerox copies of the letter-correspondance, as well as copy of the service book below Exh. U-10 and lastly the oridginal—document below Exh. U-14; which he wanted to take through his oral evidence got recorded below Exh. U-15. As per total record of service as 'casual labour'; Central Railway below Exh. U-16 alongwith photograph of the second party and seal and sign of the first party i.e. Inspector of work (Central Railway), Solapur as written therein as S. M. Jadhav and the service-period so mentioned in the said 'service book' do indicate that the period from 24-9-79 to 18-9-81 the second party had worked for 683 days only i.e.,

24-9-79 to 18-10-79	=	23 days
2-11-79 to 18-7-80	=	258 days
24-7-80 to 18-2-81	=	205 days
13-2-81 to 18-6-81	=	81 days

The letter issued by the Divisional Manager Solapur dated 27-9-89 below Exh. U-17 addressed to the second party workman, thereby informing the second-party that if he has completed 120 days of continuous service as a Casual Labour under class IV category there is no direct recruitment, but that could be treated for regularisation of

his service. There is another letter dated 9-12-89 below Exh. U-18 sent by the first party informing the second party that the second party did not attend the screening test of CLS/MRCL/substitute; conducted on 27-8-87; at present there are 130 in par CLS waiting for their regular appointment. This document, he has proved by examination in chief before the court, but in his cross-examination before the court below Exh. U-15 vide para 11 page 7 he has fairly admitted; I am to quote, "It is true that initially I was engaged as a casual carpenter..... It is true that from the year, 1979 till 1981 I was provided with work as and when accrued or available with the first party. It is true that I was paid for the work done" It is true that if there accrued any addl. work then the railway engages casual carpenter. It is interesting to note at this juncture, that the second party workman has not made any hitche and hesitation in accepting fairly and admitting in his cross-examination vide para 12 at Page No. 8 below Exh. U-15; I am to quote, "It is true that as regards the casual carpenter the railway used to take screening tests, it is true that the carpenters those who attends the screening tests, there list is prepared by the department. It is true that the carpenters those who have not attended the tests (screening) their names are not taken in list so prepared by the dept....." In this connection, the reference is required to be taken to the document with list Exh. U-14, the second party workman has himself produced on record; which is below Exh. U-18 dated 9-12-98; whereby it is informed to the second party that as he did not attend the screening test on 27-1-88 at Solapur, his request could be considered in the next screening test. It corroborates the case of the first-party, but not of the second party. It is evident on the very face of this document; that second-party as he has not attended the screening test so conducted at Solapur on 27-1-88; hence his services were not regularised at the hands of the first-party and that is in true with his own admission vide Exh. U-18. It is conspicuous admission so given by the second-party; but against his own case; which are deterrent one and not in its own interest at all in proving this matter as far as this issue is concerned. The second party further fairly admitted in his cross-examination below Exh. U-15 that "It is true that if any casual carpenter requires work he has to attend the work and if anybody does not attend the work he will not get the work. It is true that the railway is not bound to call me for every days work and instead I was required to attend the work". In this connection, his 'statement of claim' has insisted upon and urged this court, to take into consideration the documents so called for from the custody and possession of the first party and if they failed to bring on record, an adverse inference can be drawn. Admittedly the second party vide its application Exh. U-8 prayed for production of seniority list of casual labours on Jan., 1981, waiting list of casual labourers prepared for screening test, list of casual labours called for screening test, and all the documents relating to the screening test held on 27-1-88. In this connection; the second party workman has by his own admission in cross-examination admitted that the services-book entries below Exh. U-14

i. e. Entries in respect of number of days worked by me are true and it does not support his case at all. Ld. Advocate for the second-party has taken shelter of Hon'ble Gujarat High Court's case [Supra 2005 (2)-LLN-252] in respect of burden of proof in respect of continuous service and it is held, that burden is heavily on the employer to disprove the facts. In this connection; the first party railway department of course through Ld. Advocate below Exh. C-14 has placed reliance on the unreported Judgement of our Bombay High Court in the Appeal No. 738/2001 in writ petition No. 2012 of 98 dated 3-10-01 ratio laid down therein I am to quote, after 13 years. Even the records relating to overtime in respect of the said period is not available. Hence, it is Indian Railway Establishment Code the records are destroyed after period of 10 year, the said ratio does apply to the facts and circumstances of this matter; as when the court has answered issued Nos. 1, 2 and 3 as above that nearly more than 10 years have been taken place for raising industrial disputes so it was not a lapse on the part of first-party to keep the record and to produce the same in this court. Letters so issued in that respect by the first-party so produced by the second party with list Exh. U-14 and U-12 are self-speaking and that defects the case of the second-party. With due respect, therefore, the Law propounded by the Hon'ble Gujarat High Court, does not come to the help and assistance of the second-party workman in this connection. The IInd party has not examined his co-workman to support his case & to prove this issue before the court.

24. Therefore, on the basis of material on record it is held that the second-party workman has failed to prove his 240 days continuous service within the meaning of Section 25-B of the Act, 1947. Within the period of 12 months preceding to the date of his termination he has worked for 197 days only and not as per the requirement i. e. 240 days of continuous service as per Section 25-B of the Act, 1947.

25. It is written submission of the Ld. Advocate for the second-party, that it was not required for the second party workman to complete 240 days continuous service in the preceding 12 months from the date of termination. But 'it is in total in each calendar year, he has worked for 240 days. Here, in total, the second party workman has completed 683 days of continuous service from 1979 to 18-9-81. To support his written submission, though he has quoted series of case laws that cannot help and assist the second-party on the strength of findings given by this court in the foregoing paragraphs. It is to be noted here, that it is the settled principle of Law, that completion of 240 days of continuous service within the meaning of Section 25-B of the Act, 1947 is the condition-precedent for compliance and following of Section 25-F of the Act, 1947 Rules 80 and 81 of I. D. (Bombay) Rules, 1957. Admittedly the first party has neither issued notice; of course to the second party workman, nor paid him notice pay in lieu of notice, similarly, no retrenchment compensation was paid to the second-party at the time of his termination. It is only

because on the strength of the material before the court and in view of the stand so taken in its 'written statement' below Exh. C-5 that he was casual labour and was allotted with the work as and when required and available with it to the second party, when he was allotted with the work he was paid wages respectively. Since, it was not 'continuous service' Section 25-F for the Act, 1947, cannot be attracted to as it is not retrenchment as per Section 2 (oo) of the Act, 1947. It is the second party who did not attend the work after 19-9-81, and hence no question of allotting him with work did arise. In this connection admittedly there is no seniority list of workman has brought on record. The first party has relied upon the screening test of such casual workers which was conducted on 27-1-88 and when the second party failed to appear therein and proved his case of regularisation or continuous service as a 'carpenter.'

26. Therefore on the basis of facts and circumstances of the matter; this issue Nos. 4 and 5 are required to be answered in negative and it is held that the second party failed to prove, of course, through cogent evidence before this court, that the first has terminated, his services violating the provisions under Section 25-F of the I. D. Act, 1947, and Rules 80 and 81 of I. D. (Bombay) Rules, 1957.

Issue Nos. 6 & 7:

27. In this context, plainly speaking nothing is left, which required to be adjudicated nor any relief is required to be granted in favour of the second-party for and on the basis of the negative findings on issue Nos. 4 and 5 are concerned in foregoing paragraphs of the Judgements the second party workman has failed in proving these issues. Similarly; the second party workman in his cross-examination below Exh. U-15 admitted vide para 9 page No. 5. I am to quote, "I am doing carpentry work relating to agricultural operations. It is true that I am doing carpentry work nicely It is true that I am maintaing my family out of the income get from the carpentry work " It is worthy to mention, that the second party so alleged that juniors have retained and some recruitments have been made by the first party, after termination of his service, but in his cross-examination below Exh. U-15, page 10 para 9, he has fairly admitted that, "I have no documentary proof to show that in the year 1982 recruitment was made. I cannot assign any reason as to why I did not mention in my S. C." In this connection the second party has referred to and relied upon the case-laws so referred to and relied upon by the second party are not supporting his case for the simple reason, that the second party has failed to prove his case. Ultimately; after answering these issues in negative finally court proceeds to pass the following order, which would meet the ends of justice & equity.

Order

I. Reference below Exh. O-1 stands dismissed; of course; with no order as to costs.

II. Award be drawn as in terms as above.

Dt. 1-7-2005

S. K. SHALGAONKAR, Presiding Officer

नई दिल्ली, 11 जनवरी, 2007

का.आ. 309.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 30/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-01-2007 को प्राप्त हुआ था।

[सं. एल-12025/8/2006-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th January, 2007

S.O. 309.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (30/2005) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 10-01-2007.

[No. L-12025/8/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI SURESH CHANDRA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
SARVODAYA NAGAR, KANPUR, U.P.**

Application No. 30 of 05 (u/s 33-A of I. D. Act)

Sri V.K. Gupta,
General Secretary,
State Bank of India Staff Association
Delhi Circle.

And

State Bank of India
Aligarh Branch
through Sr. Manager,
S.B.I. Aligarh.

ORDER

1. The case when on 27-11-06 was taken up for disposal at camp New Delhi, it was submitted by the contesting parties before the tribunal that the matter over which the present application has been filed has been amicably settled between the parties, therefore, the union raising the grievance through the present application under section 33-A of the I.D. Act, 1947, against the management of State Bank of India is not inclined to press or contest the present application before the tribunal and it was jointly

prayed that the matter may be decided in terms of settlement arrived at between the parties.

2. Considering the request made by the contesting parties tribunal is left with no option but to decide the tribunal in view of joint request made by the parties and to hold that nothing remains to be decided by the tribunal in the present application which is disposed of accordingly.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 11 जनवरी, 2007

का.आ. 310.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या एन जी पी 128/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-01-2007 को प्राप्त हुआ था।

[सं. एल-22012/275/2001-आई आर (सीएम-11)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 11th January, 2007

S.O. 310.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. NGP 128/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workman, which was received by the Central Government on 11-01-2007.

[No. L-22012/275/2001-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SHRI A.N. YADAV PRESIDING OFFICER
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. NGP/128/2002

Date 22-12-2006.

PRESENT

Petitioner : Shri Kisan Namdeorao Mohod

Party No. 1 Wardha, Tah. & Dist. Wardha, Wardha
[M.S.]

Versus

Respondent : The District Manager,

Party No. 2 Food Corporation of India, Ajni, Nagpur.

AWARD

[dated : 22nd December, 2006]

1. The Central Government after satisfying the existence of disputes between the above Shri Kisan

Namdeorao Mohod, Wardha, Tah. & Dist. Wardha, Wardha [M.S. party No. 1 and The District Manager, Food Corporation of India, Ajni, Nagpur Party No. 2 referred the same for adjudication to this Tribunal vide its letter No. L-22012/275/2001-IR (CM-II) Dt. 25-07-2002 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the management of FCI, Nagpur is not absorbing Sh. Kisan S/o Namdeorao Mohod, Godown Mazdoor, FCI, Wardha w.e.f. 01-01-1993 consequent upon abolition of contract work of handling and transportation awarded to M/s. Anna Nigam Mathadi Kamgar Mazdoor Sahakari Sanstha (Maryadit), Contractor, Wardha is legal and justified? If not, to what relief, he is entitled to?"

3. The reference came up for hearing today on 22-12-2006. The counsel for the Respondent is present, however, the Petitioner or his counsel are absent. The perusal of record indicates that the petitioner is not attending the court. It is pending for adducing the evidence by the petitioner who was directed to file the Evidence on Affidavit and offer for cross-examination. Right from 01-12-2004 the petitioner is neither attending the court nor submitting any affidavit or adducing any evidence. Today also it was fixed for evidence and he failed to it. There are no reasons for not attending the court or adducing any evidence. Hence it is disposed off for default of the petitioner. Its stands as dismissed.

Hence this award.

Dated 22-12-2006 A. N. YADAV, Presiding Officer

नई दिल्ली, 11 जनवरी, 2007

का.आ. 311.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/75/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-01-2007 को प्राप्त हुआ था।

[सं. एल-22012/476/2004-आई आर (सी एम-II)]
अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 11th January, 2007

S.O. 311.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. CGIT/NGP/

75/2005 of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Bhatadi Open Cast Mine of WCL, and their workmen, received by the Central Government on 11-01-2007.

[No. L-22012/476/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR.

Case No. CGIT/NGP/75/2005

Date 22-12-2006.

Petitioner : Shri Ravindra Udhavrao Nagpure

Party No. 1 : Through the General Secretary, Koyla Shramik Sabha (HMS), Desh Gourav Netaji Subhash Bose, C/o C.G. Khandre, Near Mahakali Temple, Chandrapur (M.S.)

Versus

Respondent : The Sub Area Manager

Party No. 2 : Bhatadi Open Cast Mine of W.C.L. Dist. Chandrapur, Chandrapur (M.S.)

AWARD

(Dated : 22nd December, 2006)

1. The Central Government after satisfying the existence of disputes between Shri Ravindra Udhavrao Nagpure, through The General Secretary, Koyla Shramik Sabha (HMS), Desh Gourav Netaji Subhash Bose, C/o C.G. Khandre, Near Mahakali Temple, Chandrapur (M.S.) Party No.1 and The Sub Area Manager, Bhatadi Open Cast Mine of W.C.L. Dist. Chandrapur, Chandrapur (MS) Party No.2 referred the same for adjudication to this Tribunal vide its Letter No. L-22012/476/2004 [IR(CM-II)] Dt. 06-09-2005 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following Schedule.

2. "Whether the action of the Management in relation to Bhatadi Open Cast Mine of Western Coalfields Limited in terminating the services of Shri Ravindra Udhavrao Nagpure, Operator (Trainee) vide office order No. Wekoli : Chashe : Khaapra/Bhatadi Ushe : 2002/564 Dt. 01-02-2002 is legal and justified? If not, to what relief the workman is entitled?"

3. The dispute came for the hearing before the Tribunal today on 22-12-2006. On behalf of the management nobody is present. On behalf of workman his counsel is present and he has filed a settlement in Form H signed by both the parties. They have settled the matter in the following terms :

- (1) Shri Ravindra Udhavrao Nagpure is being reinstated on the principle of No Work No Pay i.e. Deisnon, as Operator and posted at Bhatadi OC Project of Chandrapur Area.
- (2) The continuity of service shall be given for the sole purpose of calculation of gratuity only.
- (3) This settlement is full and final in respect of the instant dispute alongwith all issues and claims related or incidental thereto and no party to it shall raise any such issues /claims whatsoever, in future with any forum except as provided under this settlement.
- (4) After settlement, Shri Nagpure has to report to Sub Area Manager, BOC Sub Area within 15 days of the receipt of the same.
- (5) That the settlement shall not be treated as precedence for any other case.
- (6) That both the parties agreed to file copies of this Settlement before the Hon'ble Tribunal with a request to kindly pass a compromise/Consent Award, as per the terms of settlement.

4. Both the parties agreed in the above terms and I hold that the settlement is proper and legal. Hence the award is passed in the terms of settlement that now their remain no dispute between the worker Shri Ravindra Nagpure and the Management i.e. both the parties.

Hence this award.

Dated : 22-12-2006 A. N. YADAV, Presiding Officer

नई दिल्ली, 11 जनवरी, 2007

का.आ. 312.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या एनजीपी/130/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-01-2007 को प्राप्त हुआ था।

[सं. एल-22012/277/2001-आई आर (सी एम-II)]
अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 11th January, 2007

S.O. 312.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. NGP/130/2002 of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 11-01-2007.

[No. L-22012/277/2001-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. NGP/130/2002

Date 22-12-2006.

Petitioner : Shri Eknath S/o Sadashiv Maske

Party No. 1 : Wardha, Tah. & Dist. Wardha, Wardha (M.S.).

Versus

Respondent : The District Manager

Party No. 2 : Food Corporation of India, Ajni, Nagpur.

AWARD

(Dated: 22nd December, 2006)

1. The Central Government after satisfying the existence of disputes between the above Shri Eknath Sadashiv Maske, Wardha, Tah. & Dist. Wardha, Wardha (M.S.) Party No.1 and The District Manager, Food Corporation of India, Ajni, Nagpur Party No.2 referred the same for adjudication to this Tribunal vide its Letter No. L-22012/277/2001-IR (CM-II) Dt. 25-07-2002 under clause (d) of sub-section (1) and Sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following Schedule :

2. Whether the action of the management of FCI, Nagpur is not absorbing Sh. Eknath S/o. Sadashiv Maske, Godown Mazdoor, FCI, Wardha w.e.f. 01-01-1993 consequent upon abolition of contract work of Handling and Transportation awarded to M/ s. Anna Nigam Mathadi Kamgar Mazdoor Sahakari Sanstha (Maryadit), Contractor, Wardha is legal and justified? If not, to what relief, he is entitled to ?"

3. The reference came up for hearing today on 22-12-2006. The counsel for the Respondent is present, however, the Petitioner or his counsel are absent. The perusal of record indicates that the petitioner is not attending the court. It is pending for adducing the evidence by the petitioner who was directed to file the Evidence on Affidavit and offer for cross examination. Right from 1-12-2004 the petitioner is neither attending the court nor submitting any affidavit or adducing any evidence. Today also it was fixed for evidence and he failed to it. There are no reasons for not attending the court or adducing any evidence. Hence it is disposed of for default of the petitioner. Its stands as dismissed.

Hence this award.

Dated 22-12-2006 A. N. YADAV, Presiding Officer

नई दिल्ली, 11 जनवरी, 2007

का.आ. 313.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या एनजीपी/131/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-1-2007 को प्राप्त हुआ था।

[सं. एल-22012/278/2001-आई आर (सी एम-II)]

अजय कुमार गौर, डेस्क अधिकारी

New Delhi, the 11th January, 2007

S.O. 313.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. NGP/131/2002 of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 11-1-2007.

[No. L-22012/278/2001-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. NGP/131/2002 Date 22-12-2006

Petitioner : Shri Shivaji S/o Renurao Mahanor

Party No. 1 : Wardha, Tah. and Dist. Wardha, Wardha (M.S.).

Versus

Respondent : The District Manager,

Party No. 2 : Food Corporation of India, Ajni, Nagpur

AWARD

(Dated : 22nd December, 2006)

1. The Central Government after satisfying the existence of disputes between the above Shri Shivaji Renurao Mahanor, Wardha, Tah. & Dist. Wardha, Wardha M.S. Party No.1 and The District Manager, Food Corporation of India, Ajni, Nagpur Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-22012/278/2001-IR (CM-II) Dt. 25-7-2002 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

"Whether the action of the management of FCI, Nagpur is not absorbing Sh. Shivaji Renurao Mahanor, Godown Mazdoor, FCI, Wardha w.e.f. 1-1-1993 consequent upon abolition of contract work of handling and transportation awarded to M/s. Anna Nigam Mathadi Kamgar Mazdoor Sahakari Sanstha (Muryadi), Contractor, Wardha is legal and justified? If not, to what relief, he is entitled to?"

2. The reference came up for hearing today on 22-12-2006. The counsel for the Respondent is present, however, the Petitioner or his counsel are absent. The perusal of record indicates that the petitioner is not attending the court. It is pending for adducing the evidence by the petitioner who was directed to file the Evidence on Affidavit and offer for cross examination. Right from 1-12-2004 the petitioner is neither attending the court nor submitting any affidavit or adducing any evidence. Today also it was fixed for evidence and he failed to it. There are no reasons for not attending the court or adducing any evidence. Hence it is disposed of for default of the petitioner. Its stands as dismissed.

Hence this award.

Dated : 22-12-2006 A. N. YADAV, Presiding Officer

नई दिल्ली, 11 जनवरी, 2007

का.आ. 314.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साउथ ईस्टर्न रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 170/0 से 174/03, 181/03, 185 से 190/03, 196 से 198/03 215 से 218/03, व 220/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-1-2007 को प्राप्त हुआ था।

[सं. एल-41012/51, 44, 50, 45, 46, 47,

49/2003-आई आर (बी-1)

एल-41012/208, 209, 216, 202, 197, 203, 204, 217,

195, 223, 222, 219/2002-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th January, 2007

S.O. 314.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 170/03 to 174/03, 181/03, 185 to 190/03, 196 to 198/03, 215 to 218/03 and 220/03 of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of South Eastern Railway, and their workmen, received by the Central Government on 10-1-2007.

[No. L-41012/51, 44, 50, 45, 46, 47, 49/2003-IR(B-I)]
[L-41012/208, 209, 216, 202, 197, 203, 204, 217,
195, 223, 222, 219/2002-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING
OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR**

Date 19-12-2006

Petitioner : 1. Shri Raju Nathu Dongre, Case No.
Party No. 1 : NGP/170/2003

2. Shri Sanjay Chhotelal Yadav, Case No.
NGP/171/2003

3. Shri Navin Rajaram Thawre, Case No.
NGP/172/2003

4. Shri Sunil Hariprasad Yadav, Case No.
NGP/173/2003

5. Shri Naresh Gopal Padore, Case No.
NGP/174/2003

6. Shri Sailesh Govindrao Patil, Case No.
NGP/181/2003

7. Shri Rajesh Jangluji Meshram, Case No.
NGP/185/2003

8. Shri Ramkaran Jojastrar Waghmare, Case
No. NGP/187/2003

9. Shri Bandya Ramaji Manwalkar, Case No.
NGP/188/2003

10. Shri Satish Chindulal Sahore, Case No.
NGP/189/2003

11. Shri Vikas Milaram Bhambarde, Case No.
NGP/190/2003

12. Shri Arun Ramlal Wanjari, Case No.
NGP/196/2003

13. Shri Bharat Davluji Budhe, Case No.
NGP/197/2003

14. Shri Rajesh Damodar Pande, Case No.
NGP/198/2003

15. Shri Laxman Yadavrao Sawarkar, Case
No. NGP/215/2003

16. Shri Vijay Nathu Ninawe, Case No.
NGP/216/2003

17. Shri Suresh Manik Navghare, Case No.
NGP/217/2003

18. Shri Mangesh Nathu Ukey, Case No.
NGP/218/2003

19. Shri Keshav Pandurang Masram, Case
No. NGP/220/2003

All through The President, Parcel Porter Sanghatna,
South East Railway, Nagpur Division, Sugatnagar, Qr. No.
MIG-42, P.O. Uppalwadi, Nagpur-440 026 (M.S.).

Versus

Respondent : The Sr. Divisional Commercial
Party No. 2 : Manager

South Eastern Railway, Nagpur
Division, Nagpur - 440 002 9M.S.).

AWARD

Dated: 19th December, 2006

1. The Central Government after satisfying the existence of disputes between the above Applicants, through The President, Parcel Porter Sanghatna, South East Railway, Nagpur Division, Sugatnagar, Qr. No. MIG-42, P.O. Uppalwadi, Nagpur - 440 026 (M.S.) Party No.1 and The Sr. Divisional Commercial Manager, South Eastern Railway, Nagpur Division, Nagpur Party No. 2 referred the same for adjudication to this Tribunal *vide* its Letters Nos. L-41012/51/2003-IR(B-I) Dt. 11-7-2003, L-41012/44/2003-IR(B-I) Dt. 11-7-2003, L-41012/50/2003-IR(B-I) Dt. 11-7-2003, L-41012/208/2002-IR(B-I) Dt. 27-6-2003, L-41012/209/2002-IR(B-I) Dt. 27-06-2003, L-41012/216/2002-IR(B-I) Dt. 27-6-2003, L-41012/202/2002-IR(B-I) Dt. 25-6-2003, L-41012/197/2002-IR(B-I) Dt. 25-6-2003, L-41012/203/2002-IR(B-I) Dt. 25-6-2003, L-41012/204/2002-IR(B-I) Dt. 25-6-2003, L-41012/217/2002-IR(B-I) Dt. 27-6-2003, L-41012/195/2002-IR(B-I) Dt. 25-6-2003, L-41012/223/2002-IR(B-I) Dt. 30-6-2003, L-41012/222/2002-IR(B-I) Dt. 30-6-2003, L-41012/219/2002-IR(B-I)

Dtd. 18-07-2003, L-41012/45/2003-IR(B-I) Dtd. 11-07-2003, L-41012/46/2003-IR(B-I) Dtd. 11-07-2003, L-41012/47/2003-IR(B-I) Dtd. 11-07-2003, L-41012/49/2003-IR(B-I) Dtd. 11-07-2003, respectively under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

"Whether the action of the South Eastern Railway, Nagpur Division, Nagpur [M.S.] in denying regularization and absorption as Parcel Porter/Hamal to the above Petitioners is justified? If not, to what relief, the workman concerned is entitled?"

2. I am deciding all the above 19 (Nineteen) cases by this common awards because they are on the common point of regularization and having a similar schedules in all the above cases though referred on the various dates. All the above cases were fixed for filing the Statement of Claims on behalf of the petitioner. However, today the General Secretary Shri Rajesh Supatkar, Union Parcel Porter Sanghatna, South Eastern Central Railway, Nagpur Division, Nagpur has filed the pursis in all the above cases that he wants to withdraw them. One dispute bearing No. 36/2002 filed by this Union on behalf of all these above 19 petitioners is pending, which is on similar issue and for ventilating the grievances of the same workman by whom an above individual cases have been filed. In view of their common nature and double proceedings the petitioner wants to withdraw them. Accordingly his application is allowed, he is permitted to withdraw the case unconditionally. Thus the above cases stands as dispose off for want of prosecution. The original of this order be kept in Case No. NGP/170/2003 [Sr. No.1] and Xerox copies be kept in remaining 18 cases from Sr. No. 2 to 19.

Hence this award.

Date : 19-12-2006. A. N. YADAV, Presiding Officer

नई दिल्ली, 12 जनवरी, 2007

का.आ. 315.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 10/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-01-2007 को प्राप्त हुआ था।

[सं. एल-40012/17/2005-आई आर (डी.यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 315.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure

in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 12-01-2007.

[No. L-40012/17/2005-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE.

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

PRESENT

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 5th day of December, 2006

Industrial Dispute No. 10/2006

BETWEEN

Smt A. Krishna Kumari,
C/o. Sri P. Appa Rao Reddy,
Distt. Secretary, NUBSNLW (FNTO),
No. 252, Labour Colony,
Vidyadharapuram,
Vijayawada - 520012.

...Petitioner

And

The General Manager,
Bharat Sanchar Nigam Limited,
Vijayawada - 520001.

...Respondent

APPEARANCES.

For the Petitioner : NIL

For the Respondent : Sri M. C. Jacob, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-40012/17/2005-IR(DU) dated 26-9-2005 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Bharat Sanchar Nigam Limited and their workman. The reference is,

SCHEDULE

"Whether the action of the management of Bharat Sanchar Nigam Limited, Vijayawada in dismissing the services of Smt. A. Krishna Kumari, Ex-casual labour is justified? If not, to what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No.10/2006 and notices issued to the parties.

2. Petitioner called absent since first hearing date 6-3-2006 and 7 adjournments were given. Notice served

and returned back. The Petitioner is absenting and not prosecuting the case. Hence, 'Nil' Award is passed. Transmit.

Accordingly a 'Nil' Award is passed, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 5th day of December, 2006.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner NIL	Witnesses examined for the Respondent NIL
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Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 12 जनवरी, 2007

का.आ. 316.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 13/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-01-2007 को प्राप्त हुआ था।

[सं. एल-40011/15/2005-आई आर (डी.यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 316.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited, and their workmen, which was received by the Central Government on 12-01-2007.

[No. L-40011/15/2005-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 5th day of December, 2006

Industrial Dispute No. 13/2006

BETWEEN

Sri I. Phani Raj Kumar,
C/o Sri P. Appa Rao Reddy,
Distt. Secretary, NUBSNLW (FNTO),
No. 252, Labour Colony,
Vidyadharapuram,
Vijayawada - 520 012.

...Petitioner

And

The General Manager,
Bharat Sanchar Nigam Limited,
Vijayawada - 520 001.

...Respondent

APPEARANCES

For the Petitioner : NIL

For the Respondent : Sri M.C. Jacob, Advocate.

AWARD

The Government of India, Ministry of Labour by its Order No. L-40011/15/2005-IR(DU) dated 28-10-2005 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Bharat Sanchar Nigam Limited and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of Bharat Sanchar Nigam Limited, Vijayawada in dismissing the services of Sri I. Phani Raj Kumar, Ex-casual labour is justified? If not, to what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No. 13/2006 and notices issued to the parties.

2. Petitioner called absent since first hearing dated 6-3-2006 and 7 adjournments were given. Notice was already served and Petitioner is absenting himself. In view of the circumstances that Petitioner is not taking interest and not prosecuting the case, a 'Nil' Award is passed. Transmit.

Accordingly a 'Nil' Award is passed. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 5th day of December, 2006.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner NIL	Witnesses examined for the Respondent NIL
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Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 12 जनवरी, 2007

का.आ. 317.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम फैक्ट्री के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-12 ऑफ 2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2007 को प्राप्त हुआ था।

[सं. एल-40011/33/2001-आईआर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 317.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-12 of 2004) of the Central Government Industrial Tribunal-cum-labour Court No.-1, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Factory and their workmen which was received by the Central Government on 12-1-2007.

[No. L-40011/33/2001-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE I

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.1, MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-12 of 2004

Parties : Employers in relation to the management of Telecom Factory, Deonar (BSNL)

And

Their workmen.

APPEARANCES

For the Management : Mr. B.M. Masurkar, Adv.

For the Union : Mr. M. V. Palkar, Adv.

State : Maharashtra

Mumbai, dated the 23rd day of May, 2006.

AWARD - Part-I

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947, (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-40011/33/2001-IR(DU) dated 25-2-2002. The terms of reference given in the schedule are as follows :

"Whether the action of the management of Telecom Factory, Deonar, Mumbai in removing the services of Sh. P. V. Kevne, an ex-examiner w.e.f. 14-7-2000 is

legal and justified? If not, what relief the workman concerned is entitled to?"

2. *Vide* corrigendum issued by the Government of India dt. 17-3-2006, The Bharat Sanchar Nigam Ltd. has been substituted in place of Telecom Factory Deonar.

3. The Statement of Claim dt. 26-8-2002 filed by Mr. Pandurang Vittal Mevne (hereinafter referred to as workman goes to show that the workman joined the services of the First Party in 1977. His services upto the year 1992 were unblemished in all respects. At the end of the year 1992 the workman suffered from the ailment of Asthma. With the result, he was compelled to remain away from duty by availing leave under medical advise. He was issued a chargesheet on 29-12-1998 for misconduct on account of absenteeism for a period.

(a) 1-1-1995 to 27-5-1996

(b) 5-6-96, 11-6-96, 21-6-96, 25-6-96, 29-6-96

(c) 2-7-96, 5-7-96, 8-7-96, 19-7-96, 27-7-96, 3-7-96, 31-7-96

(d) 1-8-96, 3-8-96, 4-8-96, 5-8-96 to 9-8-96, 16-8-96

(e) 21-8-96 to till date.

The reply submitted by the workman was not considered to be sufficient. The domestic enquiry was instituted. It is alleged that the enquiry is being conducted against the principle of natural justice since it has been done almost ex-parte and the workman has not been offered an opportunity to defend himself through a Defence representative of his choice namely Mr. A.H. Jain. The Enquiry Officer refused Mr. Jain to be appointed as Defence representative of the workman since he was not a retired or acting workman. The workman did not participate in the enquiry under protest on the ground that he has not been permitted to be represented by a Defence representative of his choice Mr. A.H. Jain. Thus, the conclusion of the enquiry is not just and fair. The Enquiry Officer acted with bias and the report of the enquiry be set aside.

4. The Management filed the written statement. It is alleged that the domestic enquiry is in accordance with the rules and procedures. Every opportunity was given to the workman to defend himself but he deliberately did not appear to contest the enquiry and hence the Enquiry Officer had no other option but to conclude the enquiry ex parte. It is also submitted that Mr. A. H. Jain could not be permitted to be appointed as Defence representative by the workman since he has been compulsorily retired from the service after holding a domestic enquiry.

5. The parties have filed the documents which had been duly exhibited. The parties have also led oral evidence.

6. I have heard the learned counsel for the parties and gone through the record. I have also perused the written submissions made by the parties.

7. The following issues have been framed in this reference on 5-6-2003 by the then Presiding Officer of the Tribunal :

- (i) Whether the domestic enquiry conducted against the workman was as per the principles of Natural Justice?
- (ii) Whether the findings of the Enquiry Officer are perverse?
- (iii) Whether the action of the management of Telecom Factory, Deonar, Mumbai in removing the services of Shri. P.V. Kevne an ex-examiner w.e.f. 14-7-2000 is legal and justified?
- (iv) What relief the workman is entitled to? Issues Nos. 1 and 2 are to be tried as preliminary issues.

8. **Issue No.1 and 2 :** The entire enquiry proceedings have been filed before me by the Management. The facts are not in dispute. It is the admitted position that the workman was supplied with the copy of the chargesheet. He actually appeared before the Enquiry Officer to contest the enquiry. He appointed his Defence representative Mr. A. H. Jain. On a subsequent date Mr. A. H. Jain was not permitted to act as Defence representative on behalf of the workman. This was communicated to the workman in writing. The workman insisted that he should be permitted to be represented through Mr. A. H. Jain; but this request was turned down with the result the workman did not appear to contest the enquiry. The Enquiry Officer concluded the enquiry ex-parte. The witnesses examined on behalf of the Management were not cross-examined by the workman since he was not present. The workman was not accorded any opportunity to lead any evidence in defence.

9. The only insistence from the side of the Management is that Mr. Jain could not be permitted to be Defence representative, for the workman for the reason he was compulsorily retired by the Management. The date of compulsory retirement was not being mentioned in the written statement at all. The Management kept the date of compulsory retirement undisclosed throughout the proceedings before the Enquiry Officer and also before this Tribunal. The matter was argued by the learned counsel for the Management before me on 3-5-2006. A specific question was asked to the counsel for the Management as to when the compulsory retirement order of Mr. Jain was passed by the Management. The learned counsel could not reply the query on that date. He submitted an application in writing on the following date i.e. 4-5-2006 to show that the order of compulsory retirement of Mr. Jain was passed on 24-1-1998 and the appeal preferred by Mr. Jain against that order was dismissed on 9-7-99. After passing of the aforesaid order, Mr. Jain could not be permitted to act as Defence representative.

10. I feel that there appears to be no bar under the rules that a dismissed employee cannot be permitted to be

appointed as Defence representative. The insistence of the Management that only a retired or a sitting employee can be permitted to act as defence representative is not acceptable. The instant case does not appears to be a willful absence on the part of the workman to avoid the enquiry proceedings. The conduct of the poor workman appears to be of all through *bona fide*. He was not rightly allowed to be represented through Mr. Jain. The entire enquiry proceedings has been conducted and concluded in absence of the workman. It clearly shows that due opportunity of defense has not been given to the workman. Thus, it is a clear case of violation of principle of natural justice. The enquiry is not just and fair. The findings of the Enquiry Officer, thus cannot be accepted. Hence the enquiry report is set aside.

11. Part-I Award is made accordingly. The Management is directed to lead evidence to prove the charges before the Tribunal for which the case is listed on 20-6-2006.

JUSTICE GHANSHYAM DASS, Presiding Officer

ANNEXURE II

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 1, MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-12 of 2004

Parties : Employers in relation to the management of Bharat Sanchar Nigam Ltd.

And

Their workmen

APPEARANCES

For the Management	:	Mr. S. B. Kadam Adv.
For the Union	:	Mr. A. R. Ghatte Adv.
State	:	Maharashtra

Mumbai, dated the 2nd day of December, 2006.

AWARD - Part- II

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) *vide* Government of India, Ministry of Labour, New Delhi Order No. L-40011/33/2001-IR(DU) dated 2-1-2004. The terms of reference given in the schedule are as follows :

"Whether the action of the management of Telecom Factory, Deonar, Mumbai in removing the services of Sh. P. V. Kevne, an ex-examiner w.e.f. 14-7-2000 is legal and justified? If not, what relief the workman concerned is entitled to? "

2. *Vide* corrigendum issued by the Government of India dt. 17-3-2006, The Bharat Sanchar Nigam Ltd. has been substituted in place of Telecom Factory Deonar.

3. The Statement of Claim dt. 26-8-2002 filed by Mr. Pandurang Vittal Kevne (hereinafter referred to as workman goes to show that the workman joined the services of the First Party in 1977. His services upto the year 1992 were unblemished in all respects. At the end of the year 1992 the workman suffered from the ailment of Asthma. With the result, he was compelled to remain away from duty by availing leave under medical advise. He was issued a chargesheet on 29-12-1998 for misconduct on account of absenteeism for a period:

- (a) 1-1-1995 to 27-5-1996
- (b) 5-6-96, 11-6-96, 21-6-96, 25-6-96, 29-6-96
- (c) 2-7-96, 5-7-96, 8-7-96, 19-7-96, 27-7-96, 31-7-96
- (d) 1-8-96, 3-8-96, 4-8-96, 5-8-96 to 9-8-96, 16-8-96
- (e) 21-8-96 to till date.

4. Since the reply submitted by the workman was not found to be satisfactory, domestic enquiry was constituted and was accordingly held. The Enquiry Officer submitted the report and found the workman guilty for misconduct. The Competent Authority issued a show cause notice to the workman as to why he should not be removed from service. The notice was replied by the workman but it was not found to be satisfactory with the result, the final order of punishment of removal from service w.e.f. 14-7-2000 was passed by the Competent Authority. The workman preferred the appeal before the Appellate Authority under the relevant rules but the Appellate Authority did not find any merits in the appeal and accordingly dismissed. Thereafter, the Industrial dispute was raised which led to the instant reference.

5. The Part-I Award has already been made by this Tribunal in this reference on 23-5-2006 whereby the domestic enquiry has not been found to be just and fair and in conformity with the principles of natural justice. Hence, the domestic enquiry has been set aside and the management has been given the liberty to prove the charges before the Tribunal.

6. In this view of the matter the management filed affidavit dt. 3-8-2006 of Shri. Mahabir Singh Dy. General Manager, Telecom Factory, Mumbai in lieu of his examination in chief to prove the charge of absenteeism for the period of absence as shown in the chargesheet. He also proved the relevant documents in this regard. He also stated about the conduct of the workman for the period beyond the chargesheet for his absence w.e.f. 6-2-1998. In this regard it is alleged that the workman submitted a medical certificate for two months w.e.f. 6-2-1998. He was informed vide letter dt. 22-4-1998 to report to J.J. Hospital for medical examination. The Hospital Authority vide letter dt. 8-6-1998 asked the employer to direct the workman for medical examination on 15-6, 22-6, and 29-6-1998. The workman was accordingly advised by a telegram dt. 16-6-1998 but he failed to attend the J.J. Hospital. The Hospital authority again asked the employer vide letter dt. 28-7-1998 to direct the workman for medical examination

on 3.8, 10.8, and 17-8-1998 which was communicated to the workman by telegram dated 10-8-1998 to report on 17-8-98 positively for medical but the workman failed to report for medical examination. The workman did not even inform the office and continued to remain absent. Mr. Mahabir Singh also stated that the workman was awarded a penalty of reduction of pay to the lower stage for period of one year without cumulative effect vide memo dt. 2-8-1996 for remaining absent from duty from 2-2-1992 to 8-7-1992 but still the workman did not show any improvement for his attendance. Mr. Mahabir Singh further stated that the non-attendance of the workman was frequent with the result, the employer got the police investigation done by means of confidential letter dt. 6-5-98, much after the institution of domestic enquiry and the police report showed that the workman had been carrying on a private, business at his native place and had been personally looking after the business. This report was not available at the time of the enquiry. The same is being submitted before the Tribunal for perusal. Mr. Mahabir Singh further stated that the workman has given false statement to the effect that he was not allotted any Government residence while the fact is that he never applied for it and he actually showed his residence in Mumbai at Kurla—New Mill Road, Sambhaji Chowk, Chettiyar Chawl, Room No. 24, Kurla, Mumbai-70. He actually availed LTC from Mumbai to Alibaug (Native place of the workman) during the year 1988. He has been cross-examined by the learned counsel for the workman.

7. The workman filed his own affidavit in lieu of his examination in chief on 13-10-2006. He has annexed nine documents along with affidavit. He further filed a supplementary affidavit in lieu of his examination in chief on 1-11-2006. He has been cross-examined by the learned counsel for the management.

8. I have heard the learned counsel for the parties and gone through the record. The written submissions filed by the parties have also been perused. Since the domestic enquiry has already been set aside by means of Part-I Award dt. 23-5-2006, all the arguments relating to chargesheet, conduction of domestic enquiry and the finding of the Enquiry Officer are over. They are not to be dealt with afresh.

9. Both the parties have been given full opportunity to lead the evidence and prove their respective versions. It may be stated that the period of absence as shown in the chargesheets is as follows :

- (a) 1-1-1995 to 27-5-1996
- (b) 5-7-96, 11-6-96, 21-6-96, 25-6-96, 29-6-96
- (c) 2-7-1996, 5-7-96, 8-7-1996, 19-7-96, 27-7-96, 30-7-96, 31-7-96
- (d) 1-8-96, 3-8-96, 4-8-96, 5-8-96 to 9-8-96, 16-8-96
- (e) 21-8-96 to till date.

10. The relevant extract of Certified Standing Order and Central Civil (Conduct) Rules are quoted below :

1 Rule 31—Misconduct—The following acts or omissions shall be treated as misconduct :

- (a) Breach of Central Civil Services (Conduct) Rules 1964, as applicable under standing order 39-A.

- (b) Habitual absence without leave or absence without leave or intimation for more than 10 days.
- 11. Central Civil Services (Conduct) Rules—1964 Rule 3: General
 - (i) Every Government servant shall at all time—maintain absolute integrity.
 - (ii) Maintain devotion to duty
 - (iii) Do nothing which is unbecoming of a Government servant.

11. The first argument is that the chargesheet has not been issued by a Competent Authority. This argument is not tenable. The chargesheet is being issued by the Asstt. Manager, Disciplinary Authority. The Assistant Manager is the Appointing Authority *vide* Rule 34 of Certified Standing Order as per schedule thereto. Hence, this argument does not hold good that the chargesheet has been issued by a incompetent person.

12. Now, I consider about the period of absence as shown in the chargesheet as quoted above.

13. It may be pointed out that the period of absence for 1-1-95 to 27-5-96 has been incorrectly shown. The workman has proved on record that he got the leave sanctioned for this entire period. The argument is developed on this ground that the entire chargesheet is vitiated. I do not agree with this for the obvious reason that period of absence shown further is admittedly there. The whole of the chargesheet can not be quashed on this ground.

14. The workman has admitted that he was absent for the period shown *vide* clauses b, c, d and e of the chargesheet. The argument is made by the workman that the provision of certified Standing Order Rule 31 (g) are not attracted for the reasons that he was absent for single day and not for the period of 10 days for absence *vide* clause b, c and d. This argument does not appear to be correct. Rule 31(g) does not make it mandatory that a continuous period of 10 days must be there to attract it. In fact, Rule 31 (g) starts with the words "Habitual absence without leave" meaning thereby the repeated absence either for a day or for a long period. This is the first condition. The second condition is absence without leave or intimation for more than 10 days. It is a case in which a workman had been absenting himself repeatedly for a number of days without any sanctioned leave and hence, he is well covered and can be very well said to be a habitual offender for keeping himself absent as and when he feels so without caring to maintain de quorum or devotion to duty *vide* clause (e). The workman is absent since 21-8-96 till date. i.e. the day of issuance of the, chargesheet. i.e. 11-12-1997. This period of absence is admitted. Still, the argument is developed that the workman submitted medical certificate for the absence w.e.f. 21-8-1996 till 3-9-1997 when he appeared in the office to join the duty on 4-9-1997 but he was officially directed by the management to go for medical examination for second medical opinion in J. J. Hospital, Mumbai. He appeared before the medical board of J. J. Hospital on 6-10-97. The certificate was issued by the Medical Board of J. J. Hospital on 6-10-97, which is available on record. It goes to show that the workman was declared fit to resume duty. This certificate was sent by the Medical Board directly to the Management. The workman

slept over the matter and did not came to find out about his medical certificate. The aforesaid medical certificate dt. 6-10-1997 was received in the Office of the Management on 13-1-98. The workman appeared to join the duty in the office on 27-1-1998. He worked for two or three days and again applied for CL for 2 days i.e. 4-2-98 and 5-2-98. He then proceeded on leave by remaining absent. He intimated the office *vide* medical certificate dt. 6-2-98 for two months. Consequently, he came office on 7-4-98. He was again advised to appear before the Medical Board of J. J. Hospital but he failed to appear through out despite the telegrams issued by the Management in this regard. The workman submitted the explanation before me that he was not delivered the telegrams and hence he could not go to J. J. Hospital for medical. This explanation is totally unbelievable. The telegrams were issued at correct address of workman. The question of non-delivery does not arise. Moreover, he himself should have been vigilant for it since he knew very much that he was to go to J. J. Hospital for medical. The fact remains that he did not go to J. J. Hospital for medical examination.

15. The argument is developed by the workman that the period of absence from 21-8-96 till the date of issuance of the chargesheet cannot be said to be a period of continuous absence since he appeared on 4-9-97 to join the duty and submitted the medical certificate for the period of absence, he would be deemed to have been present on duty. Hence, continuous absence is wrongly shown. It is also pointed out that the period of absence from 4-9-97 till the date of issuing of chargesheet is covered for medical examination before the medical Board of J. J. Hospital and hence, he cannot be said to be absent from duty wilfully. It is also pointed out that the management has already sanctioned his leave from 21-8-96 to 3-9-97 as "Dies-Non". Hence, this period cannot be said to be a period of absence to attract 31 (g). All these arguments are to be taken up forthwith.

16. No leave application is submitted by the workman for the period of absence from 4-9-97 till January, 1998 on the ground that this period is covered for the Medical examination before the Medical Board of J. J. Hospital. This conduct is not good. The Medical Board of J. J. Hospital declared fit the workman to resume duty on 6-10-97. It is really surprising that the workman still kept him absent and did not care to join the office immediately thereafter and deliberately absented himself for more than three months till 27-1-1998. He appeared to join only when he came to know about the issuance of the chargesheet dt. 11-12-97. He again absented himself from 6-2-98 and remained absent through out. He did not even appear before the Medical Board of the J. J. Hospital for Medical examination. This period of absence from 6-2-98 is not covered in the charge sheet but it is a serious matter which reflects the conduct of the workman to show as to how much he is serious about his duty. It appears that he is not bothered to maintain discipline and devotion to duty. The sanction of leave by the Management as "Dies-Non" does not debar the Management from taking Disciplinary action for removal. It is not a case of 'Double Jeopardy'.

17. The learned counsel for the workman submitted the rulings reported in (i) (2006) 2 S.C.R. 38, 39 A. South

Bengal State Transport Corpn. Vs. Swapan Kumar Mitra (ii) (2002) 1 S.C.R. 187 G in between A.N. Chowdhary vs. Braithwaite and Co. Ltd. and (iii) (2004) 3 S.C.R. 2-3 in between Shri Bhagwan Lal Arya vs. Commissioner of Police, Delhi and others.

18. I have gone through these rulings and conclude that none of them is helpful to the workman on the facts and circumstance of the present case wherein the period of absence is admitted and nothing is apparent on record to exclude this period of absence from the category of unauthorized absence and or Rule 31 (g). In the instant case since the domestic enquiry has already been set aside and the parties have been permitted to lead evidence, the case is to be decided after scrutinizing the evidence of the parties. The law of Criminal jurisprudence is not applicable over here and the charge of absenteeism is to be seen on the basis of preponderance of the probabilities. In the instant case, as stated above, the period of absence is not disputed. The question remains as to whether it can amount to misconduct I feel that the period of absence very much amounts to misconduct. In fact, the conduct of the workman through out appears to be such that he is not interested in adhering to the Rules and Regulations to maintain devotion to duty and integrity. He appears to be interested in keeping him absent in one way or the other for the obvious reason that he is looking after the business at his native place as reported by the police investigation. Such type of workman is not to be tolerated by the Management.

19. It is also submitted that the workman was not allowed to join the duty w.e.f. 11-4-1998 by none else but Mr. Narendra Singh, Engineer who heard the appeal preferred by him against the order of removal. The judgement of the Appellate Authority is thus not a judgement in the eye of law in view of the law laid down by the Honourable Supreme Court in the case of A.N. Choudhary (supra). Nothing is available on record to show that he was not permitted to enter into the premises of the factory w.e.f. 11-4-98 by Mr. M. Narendra. The decision of the Appellate Authority in this case is thus not vitiated. It is also submitted that the workman was never suspended in his absence. I feel this fact does not affect the merits of the case at all.

20. It is next submitted that the punishment of removal from service is disproportionate to the charge of misconduct. This argument too is not tenable. Absence for years together is a serious matter. Keeping in mind, the settled legal position, I feel that it was a case in which the management rightly imposed the punishment of removal from service in view of the charge of misconduct for habitual and unauthorized absence.

21. Hence removal of workman from service is in accordance with law. Hence, workman is not entitled to any relief.

22. An award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 12 जनवरी, 2007

का.आ. 318.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राष्ट्रीय सरसों अनुसंधान केन्द्र के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक

अधिकरण जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2007 को प्राप्त हुआ था।

[सं. एल-42012/61/97-आईआर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 318.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Industrial Tribunal Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Research Centre of Rapeseed-Mustard, and their workman which was received by the Central Government on 12-01-2007.

[No. L-42012/61/97-IR (DU)]

SURENDRA SINGH, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी.आई.टी. 13/1998

रिफरेंस : केन्द्र सरकार, ग्राम मंत्रालय, नई दिल्ली का आदेश

क्र. एल-42012/61/97/आईआर. (डीयू) दि. 8-5-97

जितेन्द्र प्रसाद सिंह पुत्र स्व. श्री पुष्प कुमार सिंह मार्फत श्री कुण्ठल सक्ता, ग्राम सलतहकार, 35-36, रक्तजीत नगर, खारोपुरा, जयपुर।

—प्राची

कनाम

निदेशक, राष्ट्रीय सरसों अनुसंधान केन्द्र, भरतपुर (राज.)

—अग्रार्थी

उपस्थित

पीठस्थीन अधिकारी : श्री गौतम प्रकाश शर्मा, आर.एच.जे.एस.

प्राची की ओर से : : उपस्थित नहीं

अग्रार्थी की ओर से : : उपस्थित नहीं

दिनांक : 5-8-2006

अवकाई

केन्द्र सरकार, ग्राम मंत्रालय, नई दिल्ली द्वारा निम्न विवाद इस अधिकरण को विनिश्चय हेतु निर्दिष्ट किया गया है :

"Whether the action of the Director, National Research Centre on Rapeseed-Mustard (ICAR) Distt. Bharatpur (Raj.) is justified in terminating the services of the workman Sh. Jitendra Pratap Singh w.e.f. 30-9-96 (AM) after employing him continuously w.e.f. 20-10-93 to 30-9-96 without paying him notice pay in lieu of notice of one month and retrenchment compensation? If not, to what relief the workman is entitled to?"

2. प्रार्थी ने अपने विवाद के समर्थन में स्टेटमेंट ऑफ क्लेम पेश किया है जिसके संक्षिप्त तथ्य इस प्रकार हैं कि श्रमिक को नियुक्ति अप्रार्थी संस्थान में दिनांक 20-10-93 से की गई थी, उसने बड़ी ईमानदारी व लगन से कार्य किया किन्तु उसने अपने उच्चधिकारियों को उसे स्थाई करने हेतु निवेदन किया तो इस बात से चिढ़कर दिनांक 30-9-96 को मौखिक रूप से उसे सेवा से पृथक कर दिया। प्रार्थी को सेवा मुक्त करने से पूर्व न तो उसे कोई आरोप पत्र दिया गया न ही कोई जांच कराई गई, न एक माह का नोटिस वेतन दिया गया न ही छंटनी मुआवजा। प्रार्थी ने अप्रार्थी संस्थान में लगातार 20-10-93 से 30-9-96 तक कार्य किया है, इस प्रकार उसने संस्थान में 240 दिन से अधिक लगातार कार्य किया है। प्रार्थी द्वारा किया गया कार्य स्थाई प्रकृति का है। इस प्रकार प्रार्थी संस्थान ने उसे सेवा से पृथक करते समय धारा 25-एफ औद्योगिक विवाद अधिनियम 1947 (जो बाद में अधिनियम कहलायेगा) के प्रावधानों का उल्लंघन किया है। प्रार्थी को सेवा पृथक करने के बाद नये श्रमिकों की भर्ती की गई है तथा उससे कनिष्ठ कर्मचारी श्री कमल सिंह आज भी अप्रार्थी संस्थान में कार्य कर रहा है, सेवा मुक्ति से पूर्व वरिष्ठता सूची भी जारी नहीं की गई। इस प्रकार अधिनियम की धारा 25(जी) व (एच) के प्रावधानों का भी उल्लंघन अप्रार्थी संस्थान द्वारा किया गया है। अंत में प्रार्थी की प्रार्थना है कि दिनांक 30-9-96 को की गई प्रार्थी की सेवा मुक्ति को अवैध एवं शून्य घोषित किया जावे व उसे सेवा को निरन्तरता एवं -पूर्ण-वेतन सहित व अन्य सभी लाभ सहित सेवा में पुनः नौकरी में लिये जाने का अवार्ड पारित किया जावे।

3. अप्रार्थी की ओर से कुछ प्रारंभिक आपत्तियां की गई हैं जिनके अनुसार अप्रार्थी संस्थान "उद्योग" की परिभाषा में नहीं आता है इसलिए अधिनियम के प्रावधान इस पर लागू नहीं होते हैं अप्रार्थी संस्थान भारतीय कृषि अनुसंधान परिषद् को एक अनुसंधान हेतु स्थापित की गई इकाई है जिसके संबंध में सभी नियम उक्त परिषद् द्वारा बनाये गये हैं और कोई भी नियुक्ति टेक्नीकल सर्विस रूलस (आई.सी.ए.आर. 1975) के नियमों में निर्धारित योग्यता धारित करने के पश्चात् की जाती है। अतः प्रार्थी के पक्ष में कोई वाद हेतुक उत्पन्न ही नहीं होता। प्रार्थी ने इसी विवाद के संबंध में केन्द्रीय प्रशासनिक अधिकरण, जयपुर पीठ में भी याचिका सं. 253/96 प्रस्तुत की हुई जो आज तक लंबित है अतः एक ही विवाद बिन्दु पर दो विभिन्न न्यायालयों में प्रकरण पोषणीय नहीं है अतः प्रार्थी का क्लेम खारिज किया जावे।

4. गुणावगुण पर अप्रार्थी का जवाब है कि प्रार्थी को दैनिक वेतन भोगी के रूप में अप्रार्थी संस्थान के फार्म में अनुसंधान के कार्य की आवश्यकतानुसार उपलब्धता होने पर कार्यरत किया जाता था, इस प्रकार वह प्रतिदिन नियोजित होता था और प्रतिदिन कार्य समाप्ति पर कार्यमुक्त हो जाता था। संस्थान के अधिकारीगण के नाराज हो जाने के कथन का कोई आधार या औचित्य नहीं है। प्रार्थी दैनिक वेतन भोगी के रूप में संस्थान में कार्य नहीं करना चाहता था इसलिए उसने केन्द्रीय प्रशासनिक अधिकरण में भी उसे ग्रेड-1 के पद पर स्थाई रूप से नियुक्ति हेतु याचिका दायर की हुई है। पुनः उसी बिन्दु पर इस अधिकरण में विवाद उठाना न्यायोचित नहीं है। अप्रार्थी संस्थान में जब भी कार्य उपलब्ध होता है प्रार्थी को दैनिक वेतन पर नियोजित किया जाता रहा है और आकस्मिक कार्य समाप्त होने पर

उसी दिन उसका नियोजक समाप्त हो जाता था। प्रार्थी ने दिनांक 20-1-93 से 31-1-94 तक व 25-8-94 से 30-9-96 तक ठेकेदार द्वारा आपूर्ति किये गये कृषि श्रमिक के रूप में कार्य किया है एवं ठेके की समाप्ति होने पर प्रार्थी स्वयं ही कार्य छोड़कर चला गया। संस्थान में कभी भी उसने 240 दिन अनवरत कार्य नहीं किया है। अतः क्लेम खारिज किये जाने की प्रार्थना की गई है।

5. प्रार्थी को क्लेम के समर्थन में साक्ष्य प्रस्तुत करने के कई अवसर दिये गये किन्तु उसके द्वारा साक्ष्य प्रस्तुत नहीं करने पर उसका साक्ष्य का अवसर बंद किया गया। विपक्षी ने भी कोई साक्ष्य पेश नहीं की।

6. मैंने दोनों पक्ष के प्रतिनिधिगण की बहस सुनी, पत्रावली का अवलोकन किया।

7. प्रार्थी के विद्वान प्रतिनिधि ने क्लेम में अंकित तथ्यों के अनुसार ही बहस करते हुए तर्क दिया कि श्रमिक को सेवा पृथक करने से पूर्व उसे कोई एक माह का नोटिस नहीं दिया गया अथवा नोटिस के एवज में एक माह का वेतन एवं छंटनी मुआवजा नहीं दिया गया। श्रमिक से कनिष्ठ श्रमिक अब भी संस्थान में कार्यरत हैं और नये श्रमिकों की भी नियुक्ति की गई है। इस प्रकार अप्रार्थी ने धारा 25-एफ, जी व एच अधिनियम के प्रावधानों का स्पष्ट उल्लंघन किया है और प्रार्थी का सेवा मुक्ति आदेश अनुचित व अवैध करार देते हुए उसे पुनः सेवा में समस्त लाभ सहित बहाल किया जाये।

8. इसके विपरीत अप्रार्थी के विद्वान प्रतिनिधि की बहस है कि प्रार्थी ने अपने क्लेम की पुष्टि में कोई प्रालेखित अथवा मौखिक साक्ष्य प्रस्तुत नहीं की है। अप्रार्थी ने किसी प्रकार अधिनियम के प्रावधानों का उल्लंघन नहीं किया है। श्रमिक को दैनिक वेतन भोगी के रूप में कार्य की उपलब्धता के अनुसार रखा जाता था और कार्य समाप्त होने पर उसकी सेवाएं स्वतः समाप्त हो जाती थीं। श्रमिक ने कई बार ठेकेदार के माध्यम से भी अपनी सेवाएं अप्रार्थी संस्थान में दी हैं और कार्य का ठेका समाप्त होने पर उसकी सेवाएं भी स्वतः ही समाप्त हो गई। अप्रार्थी की यह भी बहस है कि अप्रार्थी संस्थान उद्योग की परिभाषा में नहीं आता है अतः अधिनियम के प्रावधान इस पर लागू नहीं होते।

9. मैंने बहस पर गौर किया। प्रार्थी का दायित्व है कि अपने क्लेम की पुष्टि में साक्ष्य प्रस्तुत कर तथ्यों को प्रमाणित कराये किन्तु प्रार्थी ने किसी प्रकार की कोई साक्ष्य प्रस्तुत नहीं की है। साक्ष्य के अभाव में प्रार्थी श्रमिक के यह कथन कि उसे सेवा मुक्ति से पूर्व कोई नोटिस अथवा नोटिस पे एवं छंटनी मुआवजा नहीं दिया गया तथा उससे कनिष्ठ श्रमिक संस्थान में अब भी कार्यरत हैं और उसकी सेवा मुक्ति के पश्चात् नयी भर्तियां भी की गई हैं, अप्रमाणित रह जाते हैं। चूंकि श्रमिक अपने क्लेम में अंकित तथ्यों को साक्ष्य से प्रमाणित नहीं कर पाया है, ऐसे में वह कोई लाभ प्राप्त करने का अधिकारी नहीं रह जाता है और इस समस्त विवेचन के आधार पर प्रकरण में निम्न अवार्ड पारित किया जाता है।

अप्रार्थी निदेशक, राष्ट्रीय सरसों अनुसंधान केन्द्र, जिला भरतपुर, राजस्थान द्वारा श्रमिक श्री जितेन्द्र प्रताप सिंह को 20-10-93 से 30-9-96 तक नियोजित रखने के पश्चात् बिना एक माह का नोटिस वेतन एवं छंटनी का मुआवजा दिये सेवा से पृथक

करने की कार्यवाही उचित एवं वैध है। श्रमिक कोई अनुतोष पाने का अधिकारी नहीं है।

10. अर्वाड आज दिनांक 5-8-06 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

गौतम प्रकाश शर्मा, पीठासीन अधिकारी

नई दिल्ली, 12 जनवरी, 2007

का.आ. 319.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल इलेक्ट्रॉनिक्स अभियन्ता रिसर्च संस्थान, पिलानी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकरण जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2007 को प्राप्त हुआ था।

[सं. एल-42012/43/95-आई आर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 319.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Industrial Tribunal Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Electronics Engineering Research Institute, Pilani and their workman, which was received by the Central Government on 12-1-2007.

[No. L-42012/43/95-IR (DU)]

SURENDRA SINGH, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी.आई.टी. 3/96

रैफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्र. एल-42012/43/95/आई आर (डी.यू.) दि. 16-1-96

श्री विनोद कुमार मीणा पुत्र श्री दुर्गा प्रसाद मीणा सी-23, सी.एस.आई.ओ. स्टाफ कॉलोनी सैक्टर 30-सी चण्डीगढ़।

--प्रार्थी

बनाम

1. निदेशक, सेन्ट्रल इलेक्ट्रॉनिक्स अभियन्ता रिसर्च संस्थान पी.ओ. पिलानी, जिला झुंझनू।

2. कार्टिसिल ऑफ साइंटिफिक एण्ड इण्डस्ट्रीज रिसर्च जरिये सचिव, अनुसंधान भवन, रफी मार्ग, नई दिल्ली।

--अप्रार्थीगण

उपस्थित

पीठासीन अधिकारी : श्री गौतम प्रकाश शर्मा, आर.एच.जे.एस.

प्रार्थी की ओर से : आर.सी. मीणा

अप्रार्थीगण की ओर से : श्री वी.एस. गुर्जर

दिनांक अर्वाड : 27 नवम्बर, 2006

अर्वाड

1. केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली ने निम्न विवाद इस न्यायाधिकरण को अधिनिर्णय हेतु प्रेषित किया है :

"Whether the action of the management of CEERI Pilani is justified in terminating the Services of Shri Vinod Kumar Meena w.e.f. 16-12-90? If not, to what relief the workman is entitled?"

2. प्रार्थी ने विवाद की पुष्टि में अपना स्टेटमेंट ऑफ क्लेम इन तथ्यों के साथ प्रस्तुत किया है कि विपक्षी संस्थान में उसकी प्रथम नियुक्ति कनिष्ठ लिपिक के पद पर 15 जनवरी, 1990 को 1000 रुपये प्रतिमाह इकजाई वेतन पर की गई और उसका कार्य पूर्ण रूप से स्थाई प्रकृति का था व उसका विधिवत सिलेक्शन नियुक्ति के लिए किया गया था। प्रार्थी ने लगातार 16 दिसम्बर, 1990 तक बिना व्यवधान के सेवा पूरी की है और एक कलैण्डर वर्ष में 240 दिन से अधिक कार्य किया है किन्तु 15-12-90 को बिना किसी कारण उसकी सेवाएं औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे अधिनियम संबोधित किया जा रहा है) के प्रावधान 25-एफ, जी, एच व एन की पालना के समाप्त कर दी। प्रार्थी को सेवा मुक्ति से पूर्व न तो एक माह का नोटिस न ही नोटिस के एवज में एक माह का वेतन अथवा छुट्टी का मुआवजा आदि का भी भुगतान नहीं किया गया है। कोई वरिष्ठता सूची नहीं बनाई गई और उसकी सेवा मुक्ति के बाद नई नियुक्तियां देने से पूर्व प्रार्थी को कोई सूचना नहीं भेजी गई जो अधिनियम की धारा 25-जी व एच तथा अधिनियम के नियम 77-78 का उल्लंघन है। इस प्रकार अपनी सेवा मुक्ति को अवैध व अनुचित तथा प्राकृतिक न्याय के सिद्धान्तों के विपरीत बताते हुए प्रार्थना की है कि उसका सेवा मुक्ति आदेश अपास्त किया जाये एवं उसे समस्त लाभ पिछले वेतन व निरन्तरता सहित सेवा में पुनः बहाल किया जावे।

3. अप्रार्थीगण की ओर से क्लेम के संबंध में प्रारंभिक आपत्तियां प्रस्तुत की गई हैं जिनके अनुसार अप्रार्थी सं. 1 अधिनियम की धारा 2(जे) के अन्तर्गत "उद्योग" की परिभाषा में नहीं आता है, अप्रार्थी कोई औद्योगिक उत्पाद नहीं बनाता है न ही उसके कार्यकलाप व्यापारिक लाभ हेतु हैं ऐसे में प्रार्थी श्रमिक की परिभाषा में नहीं आता। यह संघ मिशनरी की तरह कार्य करता है व्यापार नहीं करता। इस आधार पर रैफरेंस खारिज किये जाने की अप्रार्थीगण ने प्रार्थना की है।

4. गुणावगुण पर अप्रार्थीगण का जवाब है कि अप्रार्थीगण की संस्था एक नेशनल लेबोरेट्री है जिसमें कनिष्ठ लिपिक के पद पर नियमित नियुक्ति हेतु नियमित प्रक्रिया अपनाकर नियुक्ति दी जाती है। श्रमिक को नियुक्ति 1000 रुपये प्रतिमाह इकजाई वेतन पर नहीं की जाकर ई-1 सेक्शन में पुराने रिकार्ड के रिकार्डिंग, इन्डैक्सिंग व बीडिंग आऊट करने के लिए व्यक्ति की आवश्यकता थी जिसके लिए 21-2-90 को ज्ञापन निकाला था जिसमें स्पष्ट उल्लेख था कि उपरोक्त कार्य के लिए पांच दिन के लिए 5-2-90 से 9-2-90 तक 25 रुपये प्रतिदिन के हिसाब से व्यक्ति को रखा जावे। प्रार्थी श्रमिक इस अनिश्चित कार्य पर कार्यरत रहा, यह कार्य पूरा न हो सका तब 15-2-90 को पुनः ज्ञापन निकाला और फिर प्रार्थी श्रमिक को 25 रुपये प्रतिदिन के हिसाब से 12-2-90 से 16-2-90 तक कान्ट्रैक्ट

बेसिस पर लगाया गया। प्रार्थी ने जितने दिन कार्य किया उसका भुगतान उसे 250 रुपये दिया गया इस प्रकार प्रार्थी ने कुल 10 दिन कार्य किया। उसके बाद नियमित व्यक्ति के सेवा निवृत्त होने पर प्रार्थी को 20-2-90 से 19-4-90 तक 1000 रुपये प्रतिमाह इकजाई वेतन पर सविदा पर लगाया गया यह कान्ट्रेक्ट तीन माह के लिए बढ़ाया गया और प्रार्थी श्रमिक ने 14-5-90 से तीन माह और कार्य किया अर्थात् 13-8-90 तक कार्य किया। नियमित चयनित व्यक्ति के उपलब्ध न होने पर कान्ट्रेक्ट का समय 15-8-90 से 14-11-90 तक बढ़ाया गया। इस प्रकार प्रार्थी ने सविदा पर 15-12-90 तक कार्य किया जिसका उसे पूर्ण भुगतान कर दिया गया। प्रार्थी का मामला अधिनियम की धारा 2(ओओ) (बीबी) से कवर होता है और छंटनी की परिभाषा में नहीं आता। प्रार्थी की नियुक्ति किसी स्थाई कार्य हेतु नहीं की गई बल्कि समय-समय पर अवधि बढ़ाते हुए उसने सविदा पर कार्य किया जो कुल 198 दिवस बनता है, 15-12-90 के बाद सविदा की अवधि नहीं बढ़ाई गई। 15-12-90 के बाद किसी भी व्यक्ति को जोब कान्ट्रेक्ट के उस कार्य हेतु जोब कान्ट्रेक्ट पर नहीं लगाया गया। जिनके नाम प्रार्थी ने क्लेम में बताये हैं उन व्यक्तियों में से कुछ तो अप्रार्थी के रोल पर ही नहीं हैं और कुछ व्यक्तियों को प्रार्थी श्रमिक से पूर्व लगाया गया था। अनुसूचित जाति/जनजाति के बारे में जो दिशा निर्देश हैं उनके लिए आवश्यक है कि प्रार्थी श्रमिक ने 240 दिन लगातार कार्य किया हो किन्तु श्रमिक ने 240 दिन कार्य नहीं किया। प्रार्थी की सविदा अवधि समाप्त हो जाने के बाद उसकी सेवा स्वतः समाप्त हो गई अतः यह कहना गलत है कि प्रार्थी को अधिनियम के प्रावधानों के विपरीत सेवा मुक्त किया गया है। चयनित व्यक्ति द्वारा कार्यभार संभाल लेने के पश्चात् प्रार्थी का जोब कान्ट्रेक्ट समाप्त हो गया अतः उसकी सेवाएं स्वतः समाप्त हो गई, ऐसे में प्रार्थी का क्लेम खारिज किये जाने योग्य है।

5. प्रार्थी श्रमिक ने अप्रार्थीगण के जवाब का प्रतिउत्तर पेश किया है कि उसकी नियुक्ति जोब कान्ट्रेक्ट पर न होकर स्थाई पद एवं स्थाई प्रकृति के कार्य के विरुद्ध थी। उस पद पर पूर्व में भी स्थाई नियुक्तियों की गई थी और उन व्यक्तियों द्वारा त्याग पत्र दिये जाने से वह पद खाली हुआ था। रोजगार कार्यालय से नाम लिया जाना नियुक्ति की आवश्यक शर्त नहीं है और प्रार्थी के लिए टंकण परीक्षा या अन्य परीक्षा आदि देना अनिवार्य नहीं था उसे अनुभव प्राप्त हो चुका था। भुगतान वाजुचर में कान्ट्रेक्ट बेसिस लिख देने से पद कान्ट्रेक्ट बेसिस नहीं हो जाता प्रार्थी ने वे समस्त कार्य किये हैं जो एक स्थाई श्रमिक करता है। अवकाश आदि जोड़ने पर प्रार्थी के कार्य दिवस 240 हो जाते हैं, अतः यह कहना गलत है कि प्रार्थी ने 198 दिन ही कार्य किया है। अतिरिक्त प्रतिउत्तर में प्रार्थी का कथन है कि अप्रार्थी के लिए टैम्परेरी रोस्टर रखना आवश्यक है जो अप्रार्थी नहीं रखते हैं जब उसे हटाया गया तब 47 व्यक्ति टैम्परेरी थे और मात्र प्रार्थी अनुसूचित जाति का था किन्तु उसे रोस्टर नहीं दिया। अतः उसकी सेवामुक्ति अवैध व अनुचित घोषित की जाकर उसे पुनः सेवा में समस्त लाभ सहित लिया जावे।

6. प्रार्थी विनोद कुमार मीणा ने अपने क्लेम के समर्थन में स्वयं का शपथ पत्र पेश किया है जिससे प्रार्थी प्रतिनिधि ने जिरह की है। अप्रार्थीगण की ओर से श्री रमेश कुमार का शपथ पत्र प्रस्तुत हुआ है जिससे प्रार्थी प्रतिनिधि ने जिरह की है। दोनों पक्ष की ओर से कुछ दस्तावेज भी पेश किये गये हैं।

7. मैंने दोनों पक्ष के विद्वान प्रतिनिधिगण की बहस सुनी, पत्रावली का अवलोकन किया।

8. प्रतिनिधि प्रार्थी की बहस है कि प्रार्थी की नियुक्ति कनिष्ठ लिपिक के पद पर 15-1-90 को 1000 रुपये प्रति माह इकजाई वेतन पर की गई थी। प्रार्थी अनुसूचित जनजाति का व्यक्ति था एवं प्रार्थी की नियुक्ति विधिवत चयन प्रक्रिया के उपरान्त हुई थी। 15 जनवरी, 1990 से 16 दिसम्बर, 1990 तक प्रार्थी ने लगातार बिना व्यवधान के नौकरी की जो अवधि 240 दिन से अधिक होती है लेकिन प्रार्थी की सेवाएं बिना प्रार्थी को सुने एवं बिना कारण दर्शाये समाप्त कर दी जो अधिनियम की धारा 25-एफ.जी.एच. व एन. का खुला उल्लंघन है। प्रार्थी को न तो नोटिस दिया न ही नोटिस के एवज में वेतन न ही छंटनी का मुआवजा दिया। कोई वरिष्ठता सूची नहीं बनाई जो अधिनियम के अन्तर्गत बने नियम 77-78 का उल्लंघन है। उन्होंने बहस में आगे बताया है प्रार्थी ने अपने क्लेम को स्वयं के बयानों से सिद्ध किया है इस प्रकार प्रार्थी की सेवामुक्ति पूर्ण रूप से अनुचित एवं अवैध तथा प्राकृतिक न्याय के सिद्धान्तों के अनुरूप नहीं होने से अपास्त होने योग्य है।

9. प्रतिनिधि अप्रार्थी की बहस है कि प्रार्थी द्वारा पेश क्लेम के तथ्य सही नहीं हैं बल्कि जवाब क्लेम के पैरा 2 में वर्णित अनुसार प्रार्थी को समय-समय पर काम की आवश्यकता होने पर सविदा के आधार पर काम पर लगाया था। प्रार्थी की नियुक्ति किसी भी तरह की नियमित चयन प्रक्रिया के अन्तर्गत नहीं हुई है तथा भिन्न-भिन्न दिवसों को जो काम श्रमिक ने किया वह अवधि 198 दिन होती है। आगे बहस है कि चूंकि प्रार्थी की सेवाएं अनुबन्ध पर एवं आवश्यकता पड़ने पर भिन्न-भिन्न तिथियों को ली गई थी अतः प्रार्थी की सेवा नियमन योग्य नहीं थी एवं नियोजक के लिए यह कतई आवश्यक नहीं था कि वह प्रार्थी की सेवाओं को लगातार रखे अथवा नियमित करे। उनकी यह भी बहस है कि सविदा के आधार पर जो कार्य प्रार्थी से लिया जा रहा था, सविदा की अवधि समाप्त होने पर उसे दुबारा कार्य पर लिये जाने की कोई आवश्यकता नहीं थी और न ही सविदा की अवधि समाप्ति से पूर्व प्रार्थी का सुना जाना आवश्यक था तथा ऐसे मामले में जांच की कोई आवश्यकता नहीं थी क्योंकि प्रार्थी की सेवाओं की संस्थान में आवश्यकता नहीं होने पर उसे दुबारा सविदा पर नहीं रखा गया है अतः 16-12-90 को अनुबन्ध समाप्त होने पर सेवाएं स्वतः ही समाप्त हो जाती हैं। इस प्रकार प्रार्थी के क्लेम को स्वीकार होने योग्य नहीं बताया तथा अपने तर्क के समर्थन में निम्न न्याय दृष्टान्त भी पेश किये :

1. (2002) 5 एस.सी.सी. 654 हरियाणा स्टेट एफ.सी.सी. डब्ल्यू. स्टोर लि., व अन्य बनाम राम निवास आदि।
2. 2006 (एस. सी. 1)-जीजेएक्स-0094 एस.सी. 1, यूनियन पब्लिक सर्विस कमीशन विरुद्ध गिरीश जयन्ती लाल वंघेला आदि।
3. (1997) 5 एस.सी.सी. 125 आर.सी. तिवाड़ी विरुद्ध एम.पी. स्टेट कोऑपरेटिव मार्केटिंग फेडरेशन आदि।
4. (2005) 8 एस.सी.सी. 750 सुरेन्द्रनगर जिला पंचायत विरुद्ध दयाभाई अमरसिंह।
5. (1997) 4 एस.सी.सी. 391 हिमांशु कुमार विद्यार्थी के विरुद्ध स्टेट ऑफ बिहार।

6. मैंने बहस पर गौर किया। जहाँ तक प्रार्थी से अप्रार्थी संस्थान में सेवाएँ ली, का प्रश्न है, इस संबंध में कोई विवाद नहीं है लेकिन प्रार्थी ने अपने क्लेम के चरण सं. 4 में स्वयं की नियुक्ति 15 जनवरी, 1990 को होना बताया तथा 15-1-90 से 16-12-90 तक लगातार बिना व्यवधान के सेवा में रहने संबंधी अभिवचन किया है और इस तरह से लगातार एक वर्ष में 240 दिवस की सेवा करना भी दर्शाया है। इसके विपरीत अप्रार्थी ने अपने जवाब के पैरा सं. 4 में दर्शाये अनुसार प्रार्थी को भिन्न-भिन्न तारीखों को कार्य पर सविदा के आधार पर रखना बताया जो कुल कार्य दिवस 198 दिन ही कार्य करना बताया है। इसके अतिरिक्त भी प्रार्थी को जो भी कार्य दिया गया है वह सविदा के आधार पर ही दिया गया है एवं जब प्रार्थी की सेवाओं की आवश्यकता नहीं हुई तब उसकी सविदा की अवधि नहीं बढ़ाई गयी और न ही नये काम हेतु और कोई सविदा प्रार्थी से की गई है। प्रार्थी की ओर से जिस तरह से बताया कि प्रार्थी की नियुक्ति नियमानुसार की गई थी तथा प्रार्थी अधिनियम में वर्णित "श्रमिक" की परिभाषा में आता है तथा उसकी सेवाओं को अधिनियम की धारा 2 की उप-धारा (oo) के अनुसार प्रार्थी की छटनी की गई है तथा छटनी से पूर्व धारा 25-एफ अधिनियम के प्रावधानों की पालना किया जाना आवश्यक था जो नहीं की गई है।

7. इसके विपरीत अप्रार्थी के प्रतिनिधि की बहस रही है कि प्रार्थी का मामला धारा 2(oo) (बीबी) अधिनियम में वर्णित अनुसार प्रार्थी के अनुबंध को आगे नहीं बढ़ाया है अतः अनुबंध में दर्शाई गई तिथि के बीत जाने के बाद प्रार्थी की सेवाएँ अपने आप समाप्त होनी माना जायेगा, संबंधी प्रावधान है।

8. हस्तगत प्रकरण में यही देखना है कि प्रार्थी की सेवाएँ सविदा के आधार पर ली गई अथवा उसकी नियुक्ति स्थाई पद पर व निर्धारित प्रक्रिया को अपनाते हुए की गई। पत्रावली पर उपलब्ध कार्य संबंधी आदेशों को देखने से वे आदेश कार्य हेतु सविदा पर लेने संबंधी हैं। उन आदेशों में प्रार्थी को किस अवधि से किस अवधि तक तथा कितने रुपये मासिक, दैनिक मजदूरी पर कार्य पर लिया गया, संबंधी उल्लेख भी है अतः मैं पाता हूँ कि प्रार्थी को अप्रार्थी संस्थान में भिन्न-भिन्न तारीखों पर भिन्न-2 आदेशों से उन आदेशों में वर्णित कार्यों के सम्पादन हेतु सविदा के आधार पर लिया गया था अतः धारा 2 (oo) (बीबी) के प्रावधान के अनुसार प्रार्थी की सेवाएँ ज्योंही सविदा की अवधि समाप्त हुई, उक्त अवधि को यदि नहीं बढ़ाया गया है, तो स्वतः ही समाप्त हो जाने वाली थी। इन हालात में प्रार्थी धारा 25-एफ, जी, एच व एन अधिनियम के प्रावधानों का लाभ प्राप्त करने का अधिकारी नहीं पाया जाता है। दृष्टान्त जो पेश हुए उनमें प्रतिपादित सिद्धान्त भी अप्रार्थी के कथनों का समर्थन करते हैं। माननीय उच्चतम न्यायालय के निर्णय हरियाणा स्टेट एफ.सी.सी. डब्ल्यू स्टोर लि. विरुद्ध राम निवास (उपरोक्त) में वर्णित उपरोक्त सिद्धान्त बखूबी प्रतिपादित किया गया है दृष्टान्त अपील (सिविल) 3595-3712 वर्ष 1999 सचिव, कर्नाटक राज्य बनाम उमा देवी आदि में वर्णित अनुसार जो श्रमिक अस्थायी अथवा दैनिक मजदूरी पर आवश्यक कार्यों के सम्पादन हेतु लगाया गया हो उनकी सेवाओं को समाप्त करने का नियोजक को अधिकार है तथा ऐसी सेवाओं को नियमित करने अथवा अन्य कोई अधिकार अधिनियम के प्रावधानों के अन्तर्गत जो नियमित श्रमिकों को हैं, वे प्राप्त होना नहीं बताया है।

9. उपरोक्त समस्त विवेचन से मैं पाता हूँ कि प्रार्थी श्रमिक के मामले में धारा 25-एफ. जी. एच. व एन लागू नहीं होती और प्रकरण में निम्न अवार्ड पारित किया जाता है :

"सैरी, पिलानी के प्रबन्धन द्वारा प्रार्थी श्रमिक विनोद कुमार मीणा की सेवाएँ दिनांक 16-12-1990 से समाप्त किया जाना उचित एवं वैध है। प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।"

10. अवार्ड आज दिनांक 27-11-06 को लिखया जाकर न्यायालय में सुनाया गया।

11. अवार्ड की प्रति केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजी जावे।

गौतम प्रकाश शर्मा, न्यायाधीश

नई दिल्ली, 12 जनवरी, 2007

का.आ. 320.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकरण जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2007 को प्राप्त हुआ था।

[सं. एल-40012/107/94-आईआर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 320.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman which was received by the Central Government on 12-01-2007.

[No. L-40012/107/94-IR (DU)]

SURENDRA SINGH, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी. आई. टी. 52/95

रैफरेंस : भारत सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्र. एल. 40012/107/94-आई. आर. (डी. यू.) दि. 30-6-95

श्री शीशाराम आत्मज श्री रामकुमार जाति जाट निवासी ग्राम दौरासर, बाया बढागांव जिला झुंझनू।

---प्रार्थी

बनाम

प्रबन्धक, उपमण्डल अधिकारी (तार) झुंझनू। ---अप्रार्थी

उपस्थित

पीठासीन अधिकारी : श्री गौतम प्रकाश शर्मा, आर. एच. जे.एस.
 प्रार्थी की ओर से : श्री सुरेन्द्र सिंह
 अप्रार्थी की ओर से : कोई उपस्थित नहीं

दिनांक अवार्ड 27-11-2006

अवार्ड

1. केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न विवाद इस न्यायाधिकरण को न्याय निर्णय हेतु निर्देशित किया गया है:

"क्या श्री शीशराम पुत्र श्री रामकुमार को प्रबन्धक पक्ष उप-मण्डल (तार) के द्वारा नवम्बर 1987 से सेवा से पृथक किया जाना उचित एवं वैध है। यदि नहीं तो श्रमिक किस राहत का अधिकारी है।"

2. प्रार्थी ने विवाद की पुष्टि में अपना स्टेटमेंट ऑफ क्लेम पेश किया है जिसके संक्षिप्त तथ्य इस प्रकार हैं कि प्रार्थी की नियुक्ति दैनिक वेतन भोगी कर्मचारी के रूप में अप्रार्थी प्रबन्धक के यहां जुलाई 1979 में हुई तब से प्रार्थी अपनी सेवा मुक्ति की दिनांक तक लगातार कार्य करता रहा और इस प्रकार उसने प्रत्येक वर्ष में 240 दिन से अधिक कार्य किया प्रार्थी स्वयं के स्वास्थ्य खराब होने के कारण दिसम्बर 1987 से बीमार रहा और कार्य पर उपस्थित नहीं हो सका और स्वास्थ्य होने के पश्चात् दिनांक 21-1-89 को चिकित्सा प्रमाण पत्रों सहित उपमण्डल अधिकारी (तार) झुंझू के समक्ष उपस्थित हुआ लेकिन उसे कार्य पर नहीं लिया और बताया कि उसकी सेवाएं समाप्त कर दी गई हैं। प्रार्थी श्रमिक की सेवाएं औद्योगिक विवाद अधिनियम 1947 (जिसे आगे अधिनियम लिखा जा रहा है) की धारा 25-एफ की पालना किये बिना समाप्त की गई है जो अवैध व अनुचित है। अप्रार्थी ने एक सूची इस आशय की प्रसारित की जिसमें कि 31-12-87 तक 240 दिन से अधिक कार्य करने वाले श्रमिकों के नाम दर्शाये गये थे जिसमें प्रार्थी का नाम क्रमांक 20 पर दर्शाया गया है और प्रार्थी के कुल कार्य दिवस 661 बताये गये हैं, इस प्रकार प्रार्थी पर अधिनियम के प्रावधान लागू हो जाते हैं। प्रार्थी की सेवा मुक्ति के समय उससे कनिष्ठ व्यक्ति कार्यरत थे इस प्रकार धारा 25-जी अधिनियम की भी अवहेलना की गई है। प्रार्थी अपनी सेवा मुक्ति के समय से अब तक बेरोजगार है अतः प्रार्थना की है कि उसके सेवा मुक्ति आदेश को अनुचित व अवैध करार दिया जाकर निरस्त किया जावे एवं उसे पुनः सेवा में समस्त लाभ सहित बहाल किया जावे।

3. अप्रार्थी ने क्लेम का जवाब प्रस्तुत किया है जिसके अनुसार प्रार्थी ने एक कलैण्डर वर्ष में कभी भी 240 दिवस लगातार कार्य नहीं किया है। इस बात को स्वीकार किया है कि प्रार्थी ने जुलाई, 1979 से नवम्बर 1987 तक कुल 661 दिन कार्य किया है किन्तु जवाब में दिवसों का वर्णन बताते हुए स्पष्ट किया है कि एक वर्ष में लगातार 240 दिन किसी भी वर्ष प्रार्थी ने पूरे नहीं किए हैं। प्रार्थी दैनिक वेतन भोगी था और अप्रार्थी संस्थान में जितने दिन उसने कार्य किया उसका भुगतान उसे कर दिया गया। वह अपनी मर्जी से एवं सुविधानुसार दूसरे स्थान पर भी कार्य पर आता जाता रहा है। नवम्बर 1987 के बाद प्रार्थी क्लॉय पर उपस्थित नहीं हुआ न ही उप मण्डल अधिकारी (तार) के समक्ष कोई चिकित्सा प्रमाण पत्र आदि पेश किया है। प्रार्थी का यह कहना सर्वथा गलत है कि नवम्बर 1987

के बाद उसे काम नहीं दिया व हटा दिया। श्रमिक की कोई अवैध सेवा मुक्ति नहीं की गई है वह स्वयं ही नवम्बर 1987 से कार्य से लगातार अनुपस्थित हो गया। अप्रार्थी ने किसी भी प्रकार अधिनियम के प्रावधानों का उल्लंघन नहीं किया, प्रार्थी स्वयं कार्य पर नहीं आया और अनुपस्थित रहा है अतः वह कोई राहत पाने का अधिकारी नहीं है, उसका क्लेम खारिज किया जावे।

4. प्रार्थी को दस्तावेज व साक्ष्य प्रस्तुत करने के अनेकों अवसर दिये किन्तु दस्तावेज प्रस्तुत नहीं किये न ही मौखिक साक्ष्य पेश की अतः उनका साक्ष्य का हक बंद किया गया। अप्रार्थी ने भी साक्ष्य पेश नहीं करनी चाही। अंतिम बहस के समय अप्रार्थी अनुपस्थित हो गये। प्रार्थी प्रतिनिधि की बहस सुनी गई, पत्रावली का अवलोकन किया।

5. प्रार्थी प्रतिनिधि ने अपनी बहस में जो तथ्य क्लेम में उल्लेखित किये हैं, उन्हीं को दोहराया है इसके अलावा कोई बहस नहीं की गई।

6. मैंने बहस पर गौर किया। रैफरेंस सेवा मुक्ति का है। प्रार्थी श्रमिक ने अपने क्लेम के अभिवचनों में स्वयं को दैनिक वेतन भोगी कर्मचारी के रूप में बताया है जो जुलाई 1979 से 1987 तक लगातार कार्य करता रहा, यह भी दर्शाया है। इस तरह से उसने प्रत्येक वर्ष में 240 दिन से अधिक कार्य किया ऐसा भी उसका कथन रहा है। क्लेम आवेदन में आगे दर्शाया है कि अप्रार्थी प्रबन्धक ने चूंकि प्रार्थी ने प्रत्येक वर्ष में 240 दिन से अधिक कार्य कर लिया था, फिर भी अप्रार्थी ने अधिनियम की धारा 25-एफ अधिनियम की पालना किये बिना ही उसको सेवा मुक्त कर दिया जो सेवा मुक्ति अवैध है।

7. पत्रावली को देखने से प्रार्थी की ओर से कोई नियुक्ति आदेश पेश नहीं हुआ है तथा उसने प्रत्येक वर्ष में 240 दिन से अधिक कार्य किया इस तथ्य को सिद्ध करने का भार स्वयं प्रार्थी पर था लेकिन इस संबंध में भी किसी प्रकार की कोई प्रालेखीय अथवा मौखिक साक्ष्य पेश नहीं की गई है न की प्रार्थी स्वयं साक्ष्य में पेश हुआ है। क्लेम आवेदन का जो जवाब पेश हुआ है उसकी चरण सं. 2 में प्रार्थी जुलाई 1979 से नवम्बर 1987 तक प्रत्येक वर्ष में कितने कितने दिवस कार्य किया, उसका उल्लेख बखूबी है। उसको देखने से किसी भी एक वर्ष में प्रार्थी ने लगातार 240 दिन अथवा उससे अधिक कार्य किया हो, नहीं पाया गया है। इस सारे विवेचन से मेरा निष्कर्ष है कि प्रार्थी जो दैनिक वेतन भोगी कर्मचारी था, तथा उसने किसी भी वर्ष में लगातार 240 दिन अथवा उससे अधिक कार्य किया हो, प्रार्थी की ओर से सिद्ध नहीं किया गया है। इन तथ्यों को देखते हुए प्रार्थी का सेवा मुक्ति का आदेश उचित एवं वैध नहीं है, प्रार्थी की ओर से सिद्ध होना नहीं पाया गया है। परिणामस्वरूप प्रार्थी की सेवा मुक्ति का आदेश उचित एवं वैध पाया जाता है। अतः विवाद का उत्तर निम्न प्रकार दिया जाता है :

"श्री शीशराम पुत्र श्री राम कुमार को उप प्रबन्धक पक्ष उप मण्डल (तार) के द्वारा नवम्बर 1987 से सेवा पृथक किया जाना उचित एवं वैध है। प्रार्थी कोई राहत पाने का अधिकारी नहीं है।"

8. अवार्ड आज दिनांक 27-11-06 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

गौतम प्रकाश शर्मा, पीठासीन अधिकारी

नई दिल्ली, 12 जनवरी, 2007

का.आ. 321.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 57/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2007 को प्राप्त हुआ था।

[सं. एल-40012/496/99-आई. आर. (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 321.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2001) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 12-1-2007.

[No. L-40012/496/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. I.D. 57/2001

Sh. Kuldip Singh C/o Sh. N.K. Jeet,
27349, Lal Singh Basti Road,
Bhatinda (Pb.)-151001

....Applicant

Versus

The General Manager,
Deptt. of Telecom,
Hoshiyarpur (Pb.) 146001

....Respondent

APPEARANCES

For the workman : Sh. N.K. Jeet.
For the management : Ms. Deepali Puri.

AWARD

Passed on 14-12-2006

Central Govt. vide notification No. L-40012/496/99/IR (DU) 31-01-2001 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of General Manager, Telecom, Hoshiyarpur in ordering disengagement/termination of services of Sh. Kuldip Singh, a workman engaged through contractor M/s. Ram Krishan Budhram w.e.f. 28-2-99 is just and legal? If not, to what relief the workman is entitled and from which date?"

2. The case taken up in Lok Adalat at the request of the parties. The authorized representative of workman Sh. N.K. Jeet withdraw the present reference vide his statement recorded on 30-11-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed. File be consigned to record.

Chandigarh

14-12-2006

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 जनवरी, 2007

का.आ. 322.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 67/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2007 को प्राप्त हुआ था।

[सं. एल-40012/377/99-आई. आर. (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 322.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 67/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 12-1-2007.

[No. L-40012/377/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. I.D. 67/2000

Sh. Gurmail Singh S/o Sh. Babu Singh
C/o Sh. N. K. Jeet, President,
Telecom Labour Union,
Mohalla Hari Nagar,
Lal Singh Basti Road,
Bhatinda (Pb.)-151001

....Applicant

Versus

The General Manager,
Telecom,
Bhatinda (Pb.) 151001

....Respondent

APPEARANCES

For the workman : Sh. N.K. Jeet.
For the management : G.C. Babbar.

AWARD

Passed on 14-12-2006

Central Govt. vide notification No. L-40012/377/99-IR (DU) 9-2-2000 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of General Manager, Telecom, Bhatinda in terminating the services of Sh. Gurmail Singh S/o Sh. Babu Singh is legal and justified? If not, to what relief the workman is entitled?”

2. The case taken up in Lok Adalat at the request of the parties. The authorized representative of workman Sh. N.K. Jeet withdraw the present reference vide his statement recorded on 30-11-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed. File be consigned to record.

Chandigarh

14-12-2006

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 जनवरी, 2007

का.आ. 323.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 117/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2007 को प्राप्त हुआ था।

[सं. एल-40012/397/99-आई. आर. (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 323.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 117/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 12-1-2007.

[No. L-40012/397/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 117/2000

Sh. Daljinder Singh S/o Sh. Surjeet Singh
C/o Sh. N. K. Jeet, President,
Telecom Labour Union,
Mohalla Hari Nagar,
Lal Singh Basti Road,
Bhatinda (Pb.)-151001

....Applicant

Versus

The General Manager,
Telecom,
Bhatinda (Pb.) 151001

....Respondent

APPEARANCES

For the workman : Sh. N.K. Jeet

For the management : G.C. Babbar

AWARD

Passed on 14-12-2006

Central Govt. vide notification No. L-40012/397/99-IR (DU) 17-2-2000 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of General Manager, Telecom, Bhatinda in terminating the services of Sh. Daljinder Singh S/o Sh. Surjeet Singh is legal and justified? If not, to what relief the workman is entitled and from which date?”

2. The case taken up in Lok Adalat at the request of the parties. The authorized representative of workman Sh. N.K. Jeet withdraw the present reference vide his statement recorded on 30-11-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh

14-12-2006

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 जनवरी, 2007

का.आ. 324.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 215/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2007 को प्राप्त हुआ था।

[सं. एल-40012/178/99-आई. आर. (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 324.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 215/99) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 12-1-2007.

[No. L-40012/178/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH****Case No. I.D. 215/1999**

Smt. Santosh Kumari
C/o Sh. N. K. Jeet,
President, Telecom Labour Union,
Mohalla Hari Nagar,
Lal Singh Basti Road,
Bhatinda (Pb.)-151001

....Applicant

Versus

The General Manager,
Telecom,
Bhatinda (Pb.) 151001

....Respondent

APPEARANCES

For the workmen : Sh. N.K. Jeet.
For the management : Sh. G.C. Babbar.

AWARD

Passed on 14-12-2006

Central Government *vide* notification No. L-40012/
178/99/IR (DU) 29-9-1999 has referred the following dispute
to this Tribunal for adjudication :

"Whether the action of the management of General
Manager, Telecom, Bhatinda in terminating the
services of Smt. Santosh Kumari is legal and justified?
If not, to what relief the workman is entitled?"

2. The case taken up in Lok Adalat at the request of
the parties. The authorized representative of workman
Sh. N.K. Jeet withdraw the present reference *vide* his
statement recorded on 30-11-2006. In view of the same, the
present reference is returned as withdrawn in Lok Adalat.
Central Government be informed. File be consigned to record.

Chandigarh
14-12-2006

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 जनवरी, 2007

का.आ. 325.-औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार
विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के
बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक
अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या
81/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2007
को प्राप्त हुआ था।

[सं. एल-40012/405/99-आईआर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 325.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the Award (Ref. No. 81/
2000) of the Central Government Industrial Tribunal-cum-
Labour Court, No. 1, Chandigarh as shown in the Annexure
in the Industrial Dispute between the employers in relation
to the management of Department of Telecom and their
workman, which was received by the Central Government
on 12-1-2007.

[No. L-40012/405/99-IR (DU)]

SURENDRA SINGH, Desk Officer
ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH****Case No. I.D. 81/2000**

Sh. Vinod Singh
S/o. Sh. Balam Singh
C/o Sh. N. K. Jeet, President,
Telecom Labour Union,
Mohalla Hari Nagar,
Lal Singh Basti Road,
Bhatinda (Pb.)-151001

....Applicant

Versus

The General Manager,
Telecom,
Bhatinda (Pb.) 151001

....Respondent

APPEARANCES

For the workmen : Sh. N.K. Jeet.
For the management : Sh. G.C. Babbar.

AWARD

Passed on 14-12-2006

Central Government *vide* notification No. L-40012/
405/99/IR (DU) 17-2-2000 has referred the following dispute
to this Tribunal for adjudication :

"Whether the action of the management of General
Manager, Telecom, Bhatinda in terminating the
services of Sh. Vinod Singh S/o Sh. Balam Singh is
legal and justified? If not, to what relief the workman
is entitled and from which date?"

2. The case taken up in Lok Adalat at the request of
the parties. The authorized representative of workman
Sh. N.K. Jeet withdraw the present reference *vide* his
statement recorded on 30-11-2006. In view of the same, the
present reference is returned as withdrawn in Lok Adalat.
Central Government be informed. File be consigned to
record.

Chandigarh
14-12-2006

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 जनवरी, 2007

का.आ. 326.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 119/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2007 को प्राप्त हुआ था।

[सं. एल-40012/399/99-आईआर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 326.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 119/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 12-1-2007.

[No. L-40012/399/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I.D. 119/2000

Sh. Devinder Pal
S/o. Sh. K. K. Sharma
C/o Sh. N. K. Jeet, President,
Telecom Labour Union,
Mohalla Hari Nagar,
Lal Singh Basti Road,
Bhatinda (Pb.)-151001

....Applicant

Versus

The General Manager,
Telecom,
Bhatinda (Pb.) 151001

....Respondent

APPEARANCES

For the workmen : Sh. N.K. Jeet.
For the management : Sh. G.C. Babbar.

AWARD

Passed on 14-12-2006

Central Government *vide* notification No. L-40012/399/99-IR (DU) 17-2-2000 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of General Manager, Telecom, Bhatinda in terminating the services of Sh. Devinder Pal S/o Sh. K. K. Sharma is

legal and justified? If not, to what relief the workman is entitled and from which date?”

2. The case taken up in Lok Adalat at the request of the parties. The authorized representative of workman Sh. N.K. Jeet withdraw the present reference *vide* his statement recorded on 30-11-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh

14-12-2006

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 जनवरी, 2007

का.आ. 327.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर फोर्स स्टेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 10/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2007 को प्राप्त हुआ था।

[सं. एल-14012/14/2005-आईआर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 327.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2006) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 12-1-2007.

[No. L-14012/14/2005-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I.D. 10/2006

Sh. Darshan Singh
S/o Sh. Sarwan Singh
C/o Sh. N. K. Jeet, President,
Pb. Telecom and General
Labour Union-27349,
Mohalla Hari Nagar,
Lal Singh Basti Road,
Bhatinda (Pb.)-151001

....Applicant

Versus

The Station Commander,
Air Force Station,
Bhissiana (Punjab), Bhatinda

....Respondent

APPEARANCES

For the workman : Sh. N.K. Jeet.
For the management : Sh. D. C. Mittal

AWARD

Passed on 14-12-2006

Central Govt. vide notification No. L-14012/14/2005/IR (DU), dated 12-4-2005 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Station Commander, Air Force Station, Bhisiana in terminating the services of Shri Baldev Singh, Ex-Asamia Labour w.e.f. 10-12-2004 without complying the statutory provisions of the ID Act, 1947 is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?"

2. The case taken up in Lok Adalat at the request of the parties. The authorized representative of workman Sh. N.K. Jeet withdraw the present reference vide his statement recorded on 14-12-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat Central Govt. be informed. File be consigned to record.

Chandigarh :

14-12-2006 RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 जनवरी, 2007

का.आ. 328.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय बैस अनुसंधान संस्थान के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 23/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2007 को प्राप्त हुआ था।

[सं. एल-42012/50/93-आई.आर. (डी.यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 328.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Institute for Research on Buffaloes and their workman, which was received by the Central Government on 12-1-2007.

[No. L-42012/50/93-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 23/2005

Sh. Daya Nand S/o Sh. Hari Lal,
Village and Post Kirmara,
Distt. and Tehsil Hissar
(Har.)

....Applicant

Versus

The Director,
Central Instt. For Research
on Buffaloes, Hissar (Har.)

....Respondent

APPEARANCES

For the workman : Sh. M. R. Verma
For the management : Sh. R. K. Sharma

AWARD

Passed on 14-12-2006

Central Govt. vide notification No. L-42012/50/93/IR (DU), dated 17-8-94 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Central Institute for Research on Buffaloes, Hissar in terminating the services of the workman Sh. Daya Nand w.e.f. 31-10-90 is legal and justified? If not, to what relief the workman concerned is entitled to and from what date?"

2. The case taken up in Lok Adalat at the request of the parties. The authorized representative of workman Sh. M. R. Verma, advocate withdraw the present reference vide his statement recorded on 28-11-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed. File be consigned to record.

Chandigarh :

14-12-2006 RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 जनवरी, 2007

का.आ. 329.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 175/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-1-2007 को प्राप्त हुआ था।

[सं. एल-12012/215/1996-आई.आर. (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th January, 2007

S.O. 329.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 175/97) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workman, received by the Central Government on 12-1-2007.

[No. L-12012/215/1996-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. LD. 175/97

Sh. Vijender,
C/o Asstt. General Secretary,
State Bank of India Staff Association,
State Bank of India,
Main Branch,
Rohtak

....Applicant

Versus

The Asstt. General Manager,
State Bank of India,
Zonal Office, Haryana,
Sector 8-C,
Chandigarh

....Respondent

APPEARANCES

For the workman : None

For the management : Sh. V. K. Sharma

AWARD

Passed on 13-12-2006

Central Govt. vide notification No. L-12012/215/96/IR (DU), dated 1-10-95 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of State Bank of India, Chandigarh, over non-appointment as full time permanent employee of the Bank, Shri Vijender, part time Sweeper of State Bank of India, Medical College Branch of Rohtak is just and legal? If not, to what relief the workman is entitled to?”

2. None has put appearance on behalf of the workman since morning. Shri V. K. Sharma, Law Manager, SBI submitted that workman appears not to be interested and that is why he is not appearing for filing his affidavit on 16-3-2006. Workman also did not appear on 26-7-2006, 17-10-2006 and today also continuously for three dates.

Court notice was issued on 26-7-2006 and 17-10-2006 for appearance for workman. He submitted that workman was part time engaged as per allegation and as per recommendation, he made full time Sweeper and that is why he might not be contesting the present reference. Hence as no harm will be caused to him, he is not appearing to contest this case.

3. In view of the above submission, I found that despite the court notices, the workman did not put up appearance on 26-7-2006 and 17-10-2006 and today also and as per recommendation, he has been made full time Sweeper and for this reason, it appears that he is not interested to pursue with the present reference, therefore, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed. File be consigned to record.

Chandigarh :

13-12-2006

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 24 जनवरी, 2007

का.आ. 330.—केन्द्रीय सरकार संतुष्ट है कि लोकहित में ऐसा अपेक्षित है कि भारत प्रतिभूति मुद्रणालय, नासिक रोड में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 12 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस.-11017/18/97-आई.आर. (पी. एल.)]

गुरजोत कौर, संयुक्त सचिव

New Delhi, the 24th January, 2007

S.O. 330.—Whereas the Central Government is satisfied that the public interest requires that the services in the India Security Press, Nashik Road which is covered by item 12 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act.

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purpose of the said Act for a period of six months.

[No. S-11017/18/97-IR (PL)]

GURJOT KAUR, Jt. Secy.